

# THE Hongkong Weekly Press

## AND China Overland Trade Report.

VOL. LXI.]

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### BIRTHS.

On 15th March, at Tsouping, Shantung, the wife of A. E. GREENING (E.B.M.), a daughter.  
On 21st March, at Pootung, the wife of J. D. STRANG, of a daughter.

### MARRIAGES.

On 3rd March, at Nagasaki, Captain W. E. PASSMORE, of the Douglas S. S. Co. of Hongkong, to NEA AGNES BANKS.  
On 26th March, at St. John's Cathedral, Hongkong, by the Rev. F. T. Johnson, M.A., NATHANIEL FRANCOIS MILLER, of the Inspectorate General of Customs, Shanghai, to SARAH CHARLOTTE HODLEY, of Kilburn, London.

### DEATHS.

On 15th March, on board the s.s. Korea, JAMES HENRY SIMMONDS, Lower Yangtze Pilot, buried at sea, aged 38 years.  
On 20th March, at Shanghai, ERNEST SCHMIDT, aged 32 years.  
On 22nd March, at Ningpo, THOMAS CLAUDE ROBERTSON, son of the Rev. and Mrs. T. GOODCHILD, aged 5½ months.  
On 22nd March, on board the s.s. Kingsing, travelling from Tientsin to Shanghai, VILHELM HENCKEL, born in Copenhagen, aged 21 years.  
On 23rd March, at Shanghai, WINSTON LESLIE SASSOON, son of Mr. and Mrs. SASSOON BENJAMIN, aged 11 months.

### Hongkong Weekly Press.

HONGKONG OFFICE: 14, DES VŒUX ROAD CL.  
LONDON OFFICE: 131, FLEET STREET, E.C.

### ARRIVAL OF MAILS.

The German Mail of 28th February arrived per the s.s. *Prinz Eitel Friedrich*, on Tuesday the 28th March; and the French Mail of 3rd March arrived, per the s.s. *Armand Behic*, to-day.

### EPITOME OF THE WEEK.

Fifty-nine books were registered at Hongkong during 1904, as compared with 84 in 1903.

The *Times of Ceylon* reports that a syndicate has been formed in London to lease the Ceylon Pearl Fishery for a series of years.

An important military reform is taking place in China. It is reported that the Imperial forces are to be styled Lu Chun instead of Chang Pei.

A Chinese clerk from Mr. D. Macdonald's office has been sentenced to six months' hard labour for stealing \$647 from Mr. C. E. A. Hance's desk.

Staff-surgeon Bishop of H.M.S. *Iphigenia* has identified Malta fever as endemic in Shanghai. It is described as a low malarial-typhoidal fever.

The China Flour Mill Co., Ltd., (Shanghai), has paid a dividend of ten per cent for the year 1904. The credit balance of Profit and Loss account was Tls. 43,393.13.

The Tientsin Lawn Tennis Club, finding itself with a balance in hand of over \$500, talked of reducing its subscription of three dollars a month. The Committee was asked to consider it.

The s.s. *Nigretia*, re-named the *Ulean-maru*, will be kept for the Government service. The 70,000 cases of kerosine, which constituted the cargo, were purchased from the Government by the Mitsui Bussan Kaisha.

Sheng Hsuan-hui, (Sheng Taisan) is trying to buy up mineral lands near the Peking Syndicate's Concession, not with any intention of working them, but presumably to forestall any possible purchase by the syndicate.

Two vases 5 feet high and a plate 3 feet in diameter, to cost Tls. 5,000 have been specially ordered by the Empress Dowager as presents to the Courts of England, America and Japan, together with fox furs, pearls etc., as a token of esteem.

The *Korea Daily News* says:—We note that the Governor of Seoul, in the course of some correspondence regarding the transfer of land to foreigners alleges that, owing to the lack of definite boundaries, foreigners frequently take in more ground than they are entitled to.

The Hunghtuzes are said to have caught two Russians early this month, to have killed and shockingly mutilated them. It should be the duty of the European Powers to see that these bandits are exterminated. Such conduct passed without comment or action has its effects for the future.

H.R.H. Friedrich Leopold, Prince of Prussia, on board the s.s. *Prinz Eitel Friedrich*, on 28th March, left Hongkong for the north is on his Taku way to and Peking, and then to Manchuria to accompany the Russian forces. He was accompanied by Major von Hofmann, Major von Rathenow Dr. Kellner and two lieutenants. At Hongkong he called on Sir Matthew Nathan, K.C.M.G.

The Manager of the Mercantile Bank of India, Limited, has received a telegram from the London Office to the effect that at the forthcoming yearly meeting the Directors will recommend a dividend at the rate of 5 per cent. per annum on the "A" shares, 5 per cent. per annum on the "B," both free of Income tax; that £30,000 be placed to Reserve; and that £15,100 be carried forward.

It is reported in the North that the Japanese have shot as a spy a foreigner travelling between Shinmintun and Moukden.

At the next Ordinary General Meeting of Shareholders of the Yangtze Insurance Association, Ltd., to be held on the 11th of April next, the Directors will recommend the payment of a dividend to shareholders of 20 per cent—\$12 per share out of the balance at credit of 1903 account, also a special dividend of 5 per cent—\$3 per share, out of interest account for 1904, and the transfer of \$50,000 to credit of Reserve Fund, bringing the fund up to \$750,000.

Writing of Shanghai's decision to give votes to volunteers and firemen, the *Tientsin Times* says "the measure may also prove of value to the Council and public at large, as it stands to reason no monopoly of sound judgment and common-sense is enjoyed by the men sufficiently well-off to be land owners and renters, and the community has a right to the benefit of astute brains whether they belong to poor or rich." It seems to us that this argument is capable of considerable extension.

The Chartered Bank of India, Australia and China on Mar. 30 received the following telegram from the Head Office in London:—"At the approaching meeting of shareholders, the Directors will recommend a dividend for the past half year at 11 per cent. per annum, free of Income Tax; that £75,000 be placed to Reserve, which will then stand at £875,000, that £80,000 be carried forward as undivided profit, and that a Bonus of 15 per cent be paid to the staff of the Bank."

The Volunteers have decided to form a Rifle Club. Sixty-five names have already been sent in and an additional thirty or forty are expected to be forthcoming. The Tai-Hang range will be available for the Club daily, excepting Sundays, when it will be reserved for the usual Volunteer shooting. The annual subscription was fixed at \$3, payable in advance. Major Pritchard has been elected President, Lieutenant Northcote, honorary secretary and treasurer, and Sergeant Penning and Gunner Hayton on the Committee.

Captain M. Jorgensen, of the Norwegian s.s. *Resolute*, charged seven Russian Finns with refusing to proceed to Sasebo, Japan, with a cargo of coal. The men had signed on for three months to go to Hongkong and farther. The men being persistent were sentenced to three months' imprisonment. The defendants then asked to be allowed to go back to their ship, and His Worship assented. Captain Olaf Johannesen, of the Norwegian s.s. *Kanarven*, brought a similar charge against sixteen of his crew, mostly Spaniards. In this case the men preferred two months' imprisonment to proceeding in the ship.

It is the intention of the Telephone Company to extend their service to the whole of the Kowloon Peninsula, and an Exchange will be opened in Kowloon on July 1st next, with free intercommunication between the two areas, Hongkong and Kowloon. This will be very welcome intelligence to business men on each side of the harbour. We believe the firms already established in Kowloon are sufficiently numerous to prove that the contemplated extension of the telephone service will not only be a great public convenience, but an enterprise remunerative to the Company from the start.



## TOLSTOY AND LAND.

(Daily Press, 25th March.)

Give a man a big name, and hang upon his words as if they were uniformly oracular. So might we paraphrase the dog-banging adage, after trying to digest the "manifesto to the world" which the *Standard* tells us that crazy old dreamer, LEO TOLSTOY, is about to issue. His advice to his down-trodden compatriots, not to resort to violent methods of redressing their grievances, is theoretically good, and may be approved, although it did not seem to be heeded by those it was meant to edify. His platitudes about the need of a spread of education are sound in the same conventional way, and will receive conventional approval; and there is no need here to re-open the "philosophic doubt" thereabout which was shared by HERBERT SPENCER. It is particularly with regard to TOLSTOY's denunciations as to the ownership of land that the following comments have concern. He advises the workmen of the world that what they chiefly require is free land, upon which they can live, and from which they can draw their livelihood. To secure it, he advises them to desist from supporting "the iniquity of landed property . . . by working the lands owned by landlords, or even by renting them." This advice, palatable to an Irish Fenian, and perhaps applauded by those who are accustomed to hail fads with unthinking enthusiasm, should startle even the most loyal Tolstoyists into sanity. When they have got this free land, they must not, he tells them, regard it as their private property. "It is not necessary to recognise the rights of anybody in landed property, even if it consist of only one square yard." Land, he adds, must be recognised as the common property of all men, like the warmth of the sun and the air. What anarchy, and what nonsense! NORDAU describes TOLSTOY as a "mystical degenerate," meaning that he is a mentally unbalanced dreamer. Even M. de Vogt, an ardent admirer of TOLSTOY, speaks of his "troubled, vacillating mind, steeped in the mists of Nihilism," that occasionally plunges him "into the abyss of philosophical contradictions," which is another way of saying that TOLSTOY has a great intellect, but lacks the faculty of attention. TOLSTOY's philosophy is a compound of Buddhism and Christianity: "the individual is nothing; the species is everything." A good many of his admirers like to profess the same thing; it sounds noble; but precious few of them dream of putting it into practice. Even TOLSTOY, in his retirement, has not shown the self-abnegation that he preaches to the Russian peasant. Surely the most bigotted of religious people will disbelieve him when he says that "people are badly off only because they live badly" (i.e. immorally); for they know that its corollary "people are always well off who live well" is not true in fact. That truth of experience is to them a divine mystery, and one of the noblest and most poetic expressions of it may be found in the book of Job. To TOLSTOY, the honest fellow who lives and loves and laughs beneath the sun, asking no questions, thanking and blaming Nobody, content like those people of whom WALT WHITMAN uttered his only one great thought:

"They do not sweat and whine about their condition;

They do not lie awake in the dark and weep for their sins.

Not one is respectable or unhappy over the whole earth."

—such a man, to TOLSTOY, is "living badly." This, however, is taking us too far from the starting point.

It should not be necessary to demonstrate how essential the ownership of land is; how it is as old as the land itself; and how, if analogies be permitted from the animal kingdom, it is older even than man. What is more to the purpose is to show that if TOLSTOY's dream were realised to-morrow, the present and natural order would be resumed the day after. For land worth owning is not like air and sunshine; it represents labour; and after TOLSTOY has tilled his square yard of land and made it productive he is not going to have any other Russian come along and tell him that any sort of property in land is immoral. Nor is TOLSTOY's son afterwards, when that young man inherits it, nor the man to whom it is sold. Of course, when we come to contemplate the enclosure, as a mere private park, of thousands of acres of land in some country where there is not enough land to go round, we see something that seems wrong; but where are we going to draw the line? One man tills and prospers, and in time acquires his lazy neighbour's plot. The lazy man did not want it. It was an embarrassing possession, constantly calling him to work; and he preferred the cash with which to make merry "in a far country." Somebody stays at home to make the land productive while the prodigal's away. Is there to be a re-division every time the prodigals return? Supposing, as in some Russian places, the Commune became the collective owner of village lands. The villager who works and makes land productive is only a tenant, just as much as if he were paying rent to an individual landlord. The villager who does not work, and cannot pay, will be deprived of land by his Commune just as he is now by the Nobles whose "immoral" ownership of land continues. There actually was a TOLSTOYAN sort of re-distribution in the reign of ALEXANDER II, by which twenty million peasants were made landed proprietors, their average holdings (per family) being about twenty-two acres, less in the congested, rich soil parts, and more in the less fertile districts. They had to pay for it, at a reasonable, fixed rate, in moderate instalments spread over many years. Landowners spoiled ALEXANDER's fine dream by offering, as an alternative to the gradual purchase of a twenty acre allotment, a free gift of five acres, and numerous "prodigals" jumped at this, as such people always will. Population increases, but an acre remains an acre all the time, and these Russian peasants soon found that the millennium had not arrived. Then, according to the historians, the seeds of nihilism were sown. So despondency and discontent would follow TOLSTOY's plan, for while human nature is so varied, it is impossible to make all men equal "by Act of Parliament." The fact remains that the man who toils and cultivates, feeds his family, and pays his rent, and sleeps sound o' nights, without trying to put his feeble spoke in the wheel of evolution, is of more use in the world than all the TOLSTOYS that ever wished to pull everything to pieces and begin anew. It is foolish to say that this involves the gospel of things as they are. There is a difference between the act of building on a rock, and the act of trying to sweep back the tide. Man has been able to direct the lightning's course, but no AJAX-TOLSTOY combination will ever stop its career. Unfortunately, the ignorant and the impressionable believe them when they say they can, and much time is wasted in useless worrying, and the noise of their complain-

ings troubles those who have more practical tasks in hand.

## AMERICAN FOREIGN POLICY.

(Daily Press 27th March)

The change which has of late years come over American foreign policy and now forms an important feature in political relations in all parts of the world, will become a feature to be especially considered in regard to questions arising in the Far East. The influence of the United States in matters relating to China has always been very considerable; but its effect was to some extent diminished by the traditional policy of the United States which was averse to taking any direct part in questions which did not directly affect either the United States themselves or at least some part of the American continent. It was considered, and under the circumstances existing in earlier days, wisely considered, that the United States would better serve her interests by directing her attention to home affairs; and that she would have enough to occupy her in the development of the magnificent country placed under her sway. A change, however, in this view was forced upon her by circumstances. It became apparent with the Cuban difficulty and the consequent war with Spain, and has since been still further emphasised by America having to assume the responsibility of the Government of a distant dependency such as Manila. The events which have led up to this change in fact form an interesting object lesson as to impossibility of any nation continuing long to confine itself to mere internal development. By degrees, whether she wished it or not, America became forced to concern herself very intimately with matters of foreign policy; in which it has now become recognised that she will form a factor of much importance, which importance is likely to increase largely in the future, and more particularly in regard to foreign policy in the Far East.

It is a mistake to imagine that foreign politics were not a salient consideration with American Statesmen. They have always been most carefully considered, but have not been brought forward too prominently as anything like needless interference in matters outside the country was not likely, in face of old traditions, to form a popular "platform." In China, American influence upon political questions has always been of marked importance; and has had much to do with the drift of foreign relations of late years. The Burlingame Mission, unpopular though it was at the time, has proved to have been the first step towards a marked improvement in China's relations with the outside world. It was the first attempt to establish diplomatic relations on the same footing as other nations; and now a Chinese Ambassador or Minister at all the important foreign capitals is a recognised institution, and one which has assisted in many instances in smoothing over difficulties which might otherwise have attained dangerous dimensions. In the future there can be no doubt that the policy of the United States will have a marked influence on the course of events in these parts; and in the main it will run on all fours with that of Great Britain and Japan, and of all who hope for the establishment of a stable state of affairs as to China, both internally and externally, such, in fact as will give due opportunity for the furtherance of progress and the development of sound commercial enterprise. The rumour that an arbitration treaty between Japan and the United



States has been under consideration, is one sign of the direction in which matters are tending. As time goes on it is possible that the two nations might have conflicting interests, in respect, for instance, of any position in the Pacific, and it would be highly desirable that there should be means of arriving at an understanding without allowing any such question to attain to the acute point which such disagreements at times reach. Some questions of this kind might possibly arise in connection with Manila or in other directions. With such an understanding between them, however, they are likely to be in accord upon the many important questions which are certain to raise within the next few years in consequence of the altered position of affairs in the East. Upon one point, their concurrence is certain, namely, that of preventing by all legitimate means the encroachments of Russia or any other Power, who might be disposed to push territorial aggression in or in the near direction of China. The views of the United States on this point have always been in favour of maintaining Chinese integrity if that is by any means possible; and we may be certain that her influence will be united with that of Japan and of Great Britain in this direction. Time will show whether with the example of Japan before her and with the assistance of that nation, who certainly understands her better than it is possible for a European nation to do, China will be able to introduce the reforms necessary for her to come into line as Japan has done. Without certain internal reforms, this must continue an impossibility, but some of the changes necessary, such as the abolition of torture and general improvement in her judicial system, have been adopted successfully by Japan; and might, under the advice of Japan, now a friendly Power, who fully understands the situation, be followed by China. It would be sanguine to hope too much on this score, as the evils of corruption, of Bureaucracy and Autocracy are too deep seated in China to justify the expectation of their being removed without great difficulty; but improvement in the manner indicated is at least the best that can be hoped; and it will probably be generally considered as the wisest policy for some years to come to allow it to be tried.

### "VAULTING AMBITION."

(Daily Press, 28th March.)

The Volunteer movement is one that affords a vast number of differing points of view; and he would be a bold man who, venturing to discuss the question, were to assert that he had assumed the only right one. The logicians quarrel for some reason with the adage that truth rests between two extremes, but in connection with our view of the Volunteers, we may assume that it lies somewhere between the opinion that dubs them mere carpet soldiers, and the other that would have us accept Volunteer training as the first essential of any man hoping to claim rank as a useful citizen. At Home, up to the time of the Boer war, the Volunteer was not considered in the light of an all-important personage. It was not thought wrong by many to speak jestingly of his company as the "Royal Standbacks," and so on. The long immunity from danger of invasion had had the effect of persuading the average Briton that there could be, in fact, no such danger, and therefore the men whose avowed duty was restricted to fighting a foe who was unlikely to come fell in for that sort of chaff. For the rank and file, the effect of a red-coat on pretty housemaids was appreciated; for

the officers, were their coats not gaudier still? And, anyway, as well that as another hobby. The startling discovery that there were volunteers actually willing to volunteer, for actual service; and that their services, when accepted, should have proved of such signal service, changed all that. The value of a training hitherto never put to any real test became apparent at the same time that the pessimists discovered the ear of peace had not reigned long enough to stagnate the old fighting spirit that had put the British in the forefront of the nations. The Volunteer forces at Home now number over two hundred and forty one thousand men, exclusive of yeomanry, shooting clubs, and, of course, militia. Out here, in Hongkong and the China ports, where there have been more frequent "excursions and alarms," how is it that there is not a like pitch of enthusiasm? Is it that there are no pretty housemaids to fascinate, and no gaudy uniform withal to do it? Or is it that the Briton in the Far East is made of different stuff? We are not submitting these as alternatives. We hasten to add that the necessity of either answer is not apparent. The probability is that, taking a right average of per centage to population, the volunteer movement in these parts is as well supported as, if not better than, it is elsewhere. Our communities are numerically small, and the per centage of eligibles is not nearly so great in Shanghai and Hongkong as people might imagine. KIPLING's "young men" at our Empire's outposts grow old sometimes, and they do not then always flock Home to make room for younger colonists. To many men of advanced age, Shanghai or Hongkong is Home, and they seek no other. Then there is the fact that for some mysterious reason the Far East diminishes the individual energy, to an extent for which climate alone cannot account. There is also the fact that the alarms that seemed to call for volunteers were raised by despised enemies. What great training was needed to fight a few Chinese, some potential Volunteer may be imagined to have asked. There is another point to which our attention has lately turned, the possibility that those who seem to have taken the Volunteer movement to heart may have been defeating their own ends. At Shanghai, where, somewhat tardily, they are giving electoral privileges to those who volunteer for public service, it has been repeatedly and publicly announced that a man who is fit to make a volunteer and does not, is a worthless citizen. This, apart from its untruth, is scarcely the way to attract the sympathetic attention of outsiders. At Hongkong, His Excellency the GOVERNOR has made it his particular interest to foster the movement locally; and in his recent speech we seem to detect an underlying disappointment that such high official countenance should have been productive of no greater result. In this connection, we may quote a passage from the just issued report of the Hongkong Rifle Association. In it, the hon. sec., Mr. MOWBRAY S. NORTHCOTE says: "The formation of the (Hongkong Volunteer Rifle) Association has deprived us of many possible members who might have done much to stimulate this Association and revive its flagging interest in the sport of rifle shooting, and in view of the establishment of this rival Association and of the proposal to form a Volunteer Rifle Club which will absorb most, if not all, of our active members, the question arises whether the time has not now come when this Association must cease to exist." At present, there seems little occasion to comment on that. It seems sufficiently eloquent by

itself, and reading it, many will form an opinion of the state of things locally which subsequent circumstances may or may not prove to be a correct one.

### PEACE TERMS.

(Daily Press, 29th March.)

Our recent indiscreet prophecy, after the last great rout of the Russian armies, that next month would see an end of war, seems to have aroused the sporting instincts of several readers, who offer to wager that we were wrong. Apart from the somewhat doubtful taste of betting in connection with such dreadful carnage, it is obviously impossible that such a transaction could benefit anybody. By all past experience, as well as by present patent necessities, the war should be over very soon now, if only in the way we suggested; that is, without formal agreements or declarations of peace. So far as indications go, the probability is that some sort of peace will soon be arranged. REUTER tells us that the peace party in Europe is daily growing stronger and more clamorous; and it is quite in keeping with Russian methods that she should strenuously deny what she has probably been contemplating for some time. Cowardly schoolboys, and bullies embroiled in a street fight, are often secretly glad of a cessation, but all the time they make a show of eagerness to continue. If the least kind of interference were offered, the mildest representation made, only sufficient to "save face" for Russia, it is possible that Power would with a joyful reluctance seize upon it. The idea that there might be a stoppage of the war without formal declaration of peace has also been voiced now by a Home paper, and the circumstances in Manchuria, as well as historical precedent, certainly justifies it. But the feeling has been growing among the Powers, or some of them, and the *Times* has but lately given clear expression to it, that such a peace would be unsatisfactory. Japan must be encouraged to insist upon her pound of flesh this time; her mighty aggressor, being down, must be kept down; and there must be no sneaking in of the jackals to devour what the sick lion—or bear—has been unable to digest. Assuming that the end of the war is in fact very near at hand, no time need be wasted in discussing the terms which REUTER, no doubt inspired by some responsible Russian authority, published from St. Petersburg as palatable to the beaten side. It is Japan's terms only that are material, if indeed the Powers mean to see fairplay, and Japan's terms were, in essence, made public when she embarked upon this war. As the conqueror, she has undisputed right to round them to a sufficiency, adding certain details that subsequent events have rendered essential. It is not difficult to read between the lines of many current comments a sneaking sort of pity for Russia in being placed in the position of, say, China, in regard to the question of indemnity. Such a Power, with such a prestige, to pay little Japan a big indemnity! We have not yet adjusted our ideas to new circumstances, and the very idea of that seems to stick in some gullets. Well, Russia should have thought of that before. If she had had the walk-over that she anticipated, Japan would be subscribing to a big indemnity now, if there had been any Japan left. The gambler who goes to Macao to bring away money from the *fantan* tables has no right to complain if he leaves there all he took; and Russia must perforce swallow the bitter pill of the unsuccessful gambler. Instead of insolently offering



Japan, her conqueror, a third of Manchuria which does not belong to her, she must obey Japan's first command, to retire bag and baggage, and then pay for the trespass she has committed. The opinion in London is stated to be that "neither Russia nor Japan place any reliance upon the efforts of outside diplomacy." That is very simple. Outside diplomacy, except in the nature of a benevolent inactivity, would be an impertinence to the conqueror, who has achieved, or practically achieved, what he wanted unaided; while Russia cannot rely upon it because any outside diplomacy that could interfere on her behalf successfully would be like the rank dishonesty that first gave her Port Arthur, and a repetition of which Great Britain could not, for very shame's sake, countenance. The American fear that Russia and Japan might come to some agreement that would close the "open door" in Manchuria seems to us a baseless one, for apart altogether from the inevitable interference of the Powers, in such case, Japan is likely to think a long time before the value of any new agreement with the treaty-breaker would appeal to her statesmen. Once bitten, twice shy, is scarcely adequate to express the Japanese point of view where Russia is concerned. For the rest of those quaint terms which REUTER communicated from his St. Petersburg agency, Baron SUYEMATSU seems to have summarily dismissed them in terms that in effect were these: Allow Japanese suzerainty in Corea? We have it already. Cede Port Arthur and Liaotung to us? Might as well cede Nagasaki. Place the Eastern Chinese Railway under neutral international administration? The greater part of it is actually under Japanese administration. Restore Manchuria as far north as Harbin to China? What cheek! We have fought, and won, to make Russia evacuate all Manchuria; and it is not for the vanquished now to talk of reserving two thirds of it. And so on. Even the conquering power is not going to swap Chinese territory in this way. No one can justly interfere if, in handing back Manchuria to China, she takes steps to see that China does not mislay it again; but it is difficult to see how even victorious Japan could propose to retain that territory as her own. As to the indemnity, our yesterday's telegram announcing a "terrific deficit" in Russian finances, and the bogus nature of her reserve, seem to put that country more than ever on a level with China. It must be paid in the same way that China is paying hers, however; and we doubt not that it will be paid. The news, until peace is declared, seems to put any more Russian loans out of the question; and without the sinews of war, it seems obvious that Russia must come speedily to terms. Hence, while we may possibly have to shift the date a little, we hold to the opinion that peace is nearer than generally supposed; and that there will be no "Spring campaign."

The Waiwupu has received the following dispatch from the Viceroy of Szechuan:—Have received petitions from some of my district magistrates who complain that certain Roman Catholic converts have lately been guilty of refusing to kneel before their Courts like other native litigants, displaying their rosaries and crosses in defiance of orders from the presiding magistrate to kneel. To check this I have issued instructions that, in future, Magistrates shall display in the centre of their courts a copy of the Imperial decree commanding that converts and non-converts shall be treated alike, before which all subjects of the Throne of whatever rank and class must reverentially kneel.

## RUSSIA AND CHINA.

Daily Press, 30th March.

The threatened encroachment of Russia upon China, which it may now be hoped will be permanently stayed, has been looked upon unfavourably by other nations no doubt chiefly upon merely commercial and political considerations. Such, at all events are the grounds which have generally been put forward. They form the simplest and, to a large extent for that very reason, the strongest position that can be taken up in opposition. No doubt such an attitude may be considered somewhat selfish and prosaic; but it is at least plain and intelligible and within such limits that it can be readily stated and, on the other hand, if wrong, could be easily refuted. No one, however, has attempted to bring forward any argument to controvert the position. Indeed the facts are so patent that no substantial reasons against them can be advanced. The only show of argument that has been made in this direction, is the attempt to induce people to believe that if Russia obtained a foothold in China, she would not adopt a restrictive trading policy but would, if for no other reason, at all events for the sake of the development of the country she might take over, adopt a trading policy which would be more liberal as regards other nations than she had followed in other places, or than we could obtain from the Chinese. There may possibly be something in this view, but it has certainly not commended itself to those best able from practical knowledge to form an opinion as to the commercial policy which Russia would be likely to adopt. Everything in fact points to the likelihood of her taking up a restrictive and reactionary line of commercial policy, and endeavouring to close the avenues of trade against competitors.

Apart, however, from purely commercial considerations, the occupation by Russia of any large portion of China—and still more the possibility of her ultimately obtaining the whole of it—does not commend itself to those who are honestly anxious to see real progress in that country. It has been plausibly argued that, if Russia is not everything that might be wished, she is at least substantially in advance of China; and that her taking over a portion of the country might fairly be accepted as some step towards improving the internal administration, and would be an advance towards ultimate progress. More intimate knowledge, however, of Russian ways of government, which has been acquired of late, shows that such a hope is not justified. So far as it is possible to judge from all that has been published on the subject, Russian internal administration is little if anything in advance of that in China. An autocracy on the Russian model would do very little towards the improvement of China. The only way in which Russia would think of governing would be of the most arbitrary character, and the corruption notoriously existing in Chinese administration would in all probability be rather increased than diminished. The strictest nation as to financial dealing would find it very difficult to do away with bribery and corruption amongst the Chinese, and most certainly this very onerous task would be little likely to be accomplished by Russia. As to the general system of government that would be introduced, it may be taken as certain that very little respect would be paid by Russia to Chinese feelings and customs; and that the arbitrariness, which has brought about revolution in Russia

itself, would be improved upon in dealing with an alien race. The account given in the article which appeared a short time ago in the *Quarterly* said to have been written by a Russian Nobleman, and which consequently attracted considerable attention, shows to what a point affairs have come in that country. Some allowance must no doubt be made in accepting this disclosure, as it manifestly comes from a person strongly opposed to the action of the Tsar and his advisers; but making every allowance for this, there is so much that is fully confirmed in other directions that we may take it that the statements are on the whole correct. From these statements it would appear that the extent to which the Tsar individually can interfere in public matters is such as can hardly be realised even by those who are used to watching the action of absolute and arbitrary Governments such as that of China; and this has been confirmed by a large number of incidents of late all going to show that the Tsar individually mixes up with matters of state—even those of active warfare—in a way which ordinary people can hardly imagine as possible. This in itself is serious enough; but when we find also that it has been proposed that every Provincial or local Governor should be invested with all the arbitrary powers of the Tsar himself, we can at once see an element, the existence of which must convince all right thinking men that Russian rule in distant parts like China would be nothing more nor less than wanton and unrestrained absolutism. Such a system could only be supported by yielding largely to Chinese Officials who would be used to assist in government, for without such assistance in some form Government of any kind would be absolutely impossible. At this point, there would be an opening for perpetuating the system of bribery and corruption which unfortunately too notoriously exists in China. In fact, this system could be consolidated and strengthened in a manner which would make ultimate improvement more difficult of attainment than it had been before. If China is to be reformed, it must be by the introduction gradually of changes in administration of such a character as to do away with individual abuses; and this can never be hoped for from Russia, who herself suffers from the very defects which work so much harm in China. Above all things the chief difficulty in the way of Russia effecting any real improvement in China is her undenied and undisguised contempt for the masses. Strange as it may seem, the best authorities with regard to China (among them the late Sir THOMAS WADE) have always recognised that the voice of the people is a strong factor in the Government of China, arbitrary though the rule may be in theory, and in many directions also in practice. A similar view was taken by ABBE HUC, no mean authority upon Chinese matters, and all experience goes to show that a Government which completely ignored the views and the rights of the masses—the "peasants," as they would be classed with in Russia—could never obtain such authority as is necessary to govern effectively or to introduce necessary reform even if inclined to do so. Reforms in China can only be brought about by the influence or the rule of some nation able to introduce them in accordance with the wishes of the people; and this can never be hoped for from Russia until she has first reformed herself. With what has been of late revealed as to the state of affairs in that country, it is not surprising that there is a strong feeling against the possibility of her being able to extend such a system in the



East, quite apart from the direct interests, commercial and other, which would be involved.

### HANKOW AND FOREIGN SHIPPING.

(Daily Press 31st March.)

The Shanghai correspondent of the *Times* sees in the decision of the Foreign Office to reserve for Britons the water frontage of the British concession at Hankow "a manifestation of Mr. CHAMBERLAIN's policy," meaning, of course, the latest of his policies. It appears that this British concession in the heart of our Yangtze sphere of influence has been running acute danger of becoming anything but British, the Russians, French, Germans, and Japanese hemming us in on all sides, so that there has been barely "elbow-room," to say nothing of expansion. It was no doubt owing to the dilatoriness of British enterprisers, referred to recently by Mr. BYRON BRENAN, and their reluctance to face the hard pioneer work of founding a new commercial centre, that caused the Municipal Council in 1864 to admit non-British persons to the right of owning land in the British settlement. This involved the admission of non-British voters. Now that the trade and shipping there has shown such marked development, the British firms who did face the heat and burden of the old days are beginning to feel the pinch resulting from the early and short-sighted impatience of the Municipal Council to hasten the development of the port. A combination of three big companies agreed on freight rates, and steps were taken to acquire the available water frontage, with an eye to excluding foreign competition as much as to develop the British. Meanwhile the Nippon Yusen Kaisha acquired the boats, good-will, and (supposedly) the berthing rights of the late Mr. GEORGE Mc BAIN, a British subject. The competition, actual and potential, of such a progressive company as the N.Y.K. was not to be lightly faced; and the Foreign Office was approached on the strength of a "non-transferable" clause in the terms upon which water-frontage was leased to British subjects. "The contention was advanced that, whereas *bona fide* British concerns were already cramped for room, there was the possibility—nay, the certainty—that their already limited space would be effectually precluded from any extension by the fact that the neighbouring sites would be in non-British hands." Then the Foreign Office decided to apply what the *Times* correspondent regards as Mr. CHAMBERLAIN's policy. The Foreign Office also remedied the early action of the Municipal Council to a certain extent by depriving foreign land owners in the British concession of the right to vote on the merits of rival British claimants to the now limited and valuable water frontage. The enterprising N.Y.K. met this by turning the business of the Mc BAIN ships into a British limited liability company registered at Hongkong, with, it is alleged, two of their clerks figuring as the principal shareholders. *Bona fide* British shippers do not like this, naturally, as it puts what they insist is essentially still a foreign firm on an equality with them; but the difficulty is aggravated by the fact that the British importer and exporter is so constituted that he thinks cheap freights as important to him as national prestige. "To them it was a matter of indifference under what flag they shipped so long as their goods were carried expeditiously and cheaply." The consideration of the immorality of subsidies seems to be prompted at this stage;

but *cui bono*? The immediate and more pressing question is whether the British Government should take steps to retain this one of her numerous, hardly-gained outposts, as British in fact as in name. It is suggested that the abolition of the existing system of yearly leases, in favour of a thirty or forty year lease granted to the highest (British) bidder, would meet the case, without raising freights, the argument being that the privileged British shippers could not raise the freight rate to more than the foreign rate plus the expense of sending goods to and from the less convenient positions occupied by the foreign ships, for obvious economic reasons. This suggestion still leaves undecided the nationality of the shipping company to which the N.Y.K. stands *in loco parentis*. Another question left unsettled appears to be whether a British trade community, thriving by the help of cheaper foreign freight-rates, or a mixed community, restricted to a purely British shipping service, is most consistent with the upholding of "the collective interests of the nation."

### CHINESE ABROAD.

(Daily Press, 1st April.)

It is reported that the Chinese Minister in Tokyo has been pressing his Government at Peking to take steps to reduce the steadily increasing number of Chinese who are taking out naturalisation papers in Japan. He has been bold enough to inform Peking that if it were not for the dread of official "squeeze," and of being robbed of the fruits of their industry in a manner affording no redress, many Chinese merchants abroad would be glad to return to their native land, where the spending of their acquired competences would naturally benefit their own people. The Minister thinks a good effect would be made by the publication in Japan and other Chinese frequented places of a proclamation promising that their rights and property will be held sacred if they return; and pointing out on the other hand the disadvantages entailed by staying away. For instance, a Chinaman naturalised as a Japanese is entitled to no benefit or assistance from Chinese Ministers or Consuls; he is liable to be called on to fight for the country of his adoption; and besides, he falls under the shame and stigma of being unpatriotic. We are told that the Chinese Board of Commerce has acted upon these suggestions, and sent intimations that are to be circulated amongst all Chinese living abroad, notifying them that if they return to China, special passes will be given to them so that their wealth will be "duly protected." Never did spider sing a more sweetly sounding invitation to the fly. Set to the tune of "Home, sweet home," this ditty may touch the hearts of numerous Chinese abroad, but we see small probability of touching their heads, which are quite business-like enough to tell them any acceptance of the kind invitation would involve the touching of their pockets. No doubt they all still share the Chinese desire to lay their bones in Chinese soil; but for that there is plenty of time. To such Chinese as are in a position to remember the conditions existing in their native country, the notification will be waste paper; for they must know how little weight even an Imperial Edict carries in, say, Canton. In some place removed from immediate Imperial observation, where a greedy Mandarin covets the cash of Mr. Li from Japan, what protection is a special pass? The usual charge is trumped up, the "squeeze" extorted, and the Mandarin forwards his

own version of the incident to headquarters should any enquiry be made. On the other hand, whether they be naturalised as British or Japanese subjects, they never suffer conscription. In Japan the Chinaman can live cheaper and earn bigger interest on his money, and he knows that every dollar of it is safe from either unfair taxation or official extortion. Many foreigners are beginning to find this out, and there are some with moderate capital who permanently reside there for similar reasons to those that used to cause English families in reduced circumstances to reside on the Continent. High taxation; and the low value of money may yet do for England what official corruption has done for China, exiling its citizens who have made moderate competences. As for the "benefit or assistance" of his country's Representative, the foreigner in Japan, Chinese or other, rarely needs it. Except in certain business transactions, the Japanese courts are as safe a refuge for the foreigner as for the native; and in the few wrong trade decisions, the Minister or Consul can or does do nothing to put things right. With regard to China's present uneasiness about this exile of capital, it can never be allayed until there are domestic changes of a bigness and importance at present scarcely realized. Those who are, by this proclamation, put in the mind once more to set foot on their native heath will continue to do as numerous others in like circumstances have been doing; that is, to select Hongkong or Shanghai as the place in which to spend the incomes derived by their industry and thrift. Even such inducements as high official appointments fail to tempt them to do otherwise, for they well know on how precarious a tenure the favour of Peking is enjoyed, under a system which encourages tale-bearing, as often false as true. Thus they flock to Hongkong and Shanghai, in great numbers, those places doing for the East what London does for Europe, sheltering the oppressed, and offering asylum to those who have reason to fear oppression. Unfortunately, all these alien refugees are not in the happy position of those whom Peking is now trying to entice. As to the patriotism of the Chinese who become naturalised subjects in other lands, it ill becomes the official class of China to throw the first stone at them. The patriotism of the class which has made China such a "distressful country as never yet was seen" will not bear too close an examination.

### THE COOLIE TRAFFIC.

(Daily Press, 3rd April.)

Those people at Home who made and have not yet ceased to make a dead-set against the importation of Chinese coolies into South Africa will doubtless be pleased when they hear that so far as Hongkong is concerned, the "slave traffic" is about at an end. There were many and various arguments advanced at Home, where, indeed, the anti-this-and-that people never lack for arguments—even if they have to make them—but the two chief principles of opposition were that it was so like the slave trade as to be contrary to British principles, and that in any case Great Britain had not been at the great expense of conquering the Transvaal for the benefit of China. These two typical arguments are, of course, mutually exclusive; but in various forms, and with slightly different complexions and accretions, they were the lines on which the most vehement protestations were based, and, incidentally, some bye-elections lost to the Government party. The talk of slavery



was all nonsense. Those coolies who went were infinitely better treated than they were at home, they all appreciated the change, and it is only too probable that the camp troubles subsequently reported were directly and entirely due to the fact that they were, as the horsey men say, "full of corn." On the other hand, it seems abundantly clear that they are not taking the bread away from any other workers. Their work is admittedly not white man's work, and in the case of the kaffirs, we have been told recently that these black men hate mining, and prefer farm labour, while the Boers and other agriculturists are only too glad to welcome their assistance back to the farms. That the mining companies should obtain cheap labour is not for the Home-staying Briton to complain about while he tolerates so much "sweating" in his midst. The local failure of the scheme, which the Chinese officials in the south will probably say has been brought about because the Hongkong depot was a distinct breach of Article V of the Convention of last May, has without a doubt been brought about by them for a very understandable reason—the fact that it robs them of "squeeze chancey." Whether the palms of these officials were subsequently oiled or not, they could not undo the mischief they had already done. All kinds of ridiculous stories had been set afloat in the southern provinces, to frighten prospective colonists away from the agents of the scheme, and such rumours in rural China grow like rolled snowballs into a perfect avalanche of prejudice. The return of those who were discovered to be affected with beri-beri would be regarded as absolute confirmation of the horrifying descriptions of the Rand, which descriptions had to a certain extent the countenance and support of faddy European writers in the East, whose "opinions" would doubtless be added to the rest, with ample elaboration. Another factor that has helped to make the outlay at Laichikok wasted expenditure is hinted at in the methods of the administration with regard to its white employees, which, if half so unreasonable as Australian medical men describe them, would be sure to militate against the enterprise. The scheme as a whole must still continue successful. Naturally, the immediate demand for coolies must have slackened considerably, and the outside observer can no longer expect to see the rush and hurry of some months back. As relays are required, we fancy they will be easily obtainable, if not down here, certainly at the northern ports.

## HONGKONG JOTTINGS.

27th March.

It will rejoice the "Children of the Mist" to know that the Public Works Department has under consideration the question of improving the lighting of the roads on the Peak. "Not before it is necessary" I fancy some of them will say, but it is not a little surprising that, although there has been much silent grumbling there has been no united demand on the part of the Peak community, that I am aware of, for what is a crying necessity. What the illuminant is to be is not yet decided, I believe, but if the cost of gas or electricity be prohibitive, there are on the market oil and acetylene lamps which will admirably meet the public lighting requirements of the Peak.

Had it not been for the meteorological marplot, there would have been a fine muster of Volunteers for the Annual Inspection which was to have taken place on the Polo Ground on Saturday. It was found in the morning

that the Polo Ground was covered with water, and as swimming does not form part of the training of the Volunteer Corps, the General decided to postpone his Inspection for three weeks. Many were, by means of the telephone, and in other ways, made acquainted with the fact, but there were many who were not, and at least forty members of the Corps turned out in Khaki prepared to brave the elements rather than be mulcted in a fine of \$25 each. And when they at last were made aware of the postponement, they returned to their homes discussing what fine would adequately meet the case of the General, taking into consideration the volleys of bantering remarks to which they were exposed on the way to their homes.

The Colony this year, as last, has been singularly free from plague during the first three months of the year. There have been a few sporadic cases, but these scarcely count when we remember the history of these epidemics in the Colony during the past ten years. Whether this result is to be attributed to the drastic and thorough measures carried out by our Sanitary Authority, or whether it is a sheer good fortune which is enjoyed similarly by Canton and other plague centres in China, I am not in a position to state. We cannot take too much for granted when we bear in mind the undisputed statements that in the years when the plague returns have been comparatively low in this Colony, there has been a like decline in Canton, where no such persistent efforts are made to eradicate the scourge as we rigorously enforce in Hongkong. The problems of the origin and infectivity of plague are still unsolved. Plague seems to be as bad in India this year as ever. Over 30,000 deaths from plague are reported every week, and strange to remark, the disease is most virulent in the city where most is done to combat it—Bombay. The best hopes of this Colony in this connection rest, I think, in the resumption of insanitary areas—a work which I am glad to learn is steadily going on.

I hear, and I am sure the community generally will be glad to hear it also, that this year steps are being taken with a view to stopping the "dumping" of bodies dead of the plague, which during the last two years has been so common in the Colony. The *Daily Press* last year suggested that this could most effectually be done by ordering all bodies "dumped" in the streets in this way to be cremated. There is another way, it seems, not so repugnant to Chinese susceptibilities. It has been alleged that the delays which have heretofore occurred in procuring the attendance of the Sanitary Board's medical officers to certify the cause of death have been among the causes which have led to the dumping of bodies, an excuse which certainly seems plausible if we believe that the occupants of the house fear contagion, but I am rather inclined to think it is the objection to having the home turned upside down and fumigated by the sanitary inspectors that has given rise to the practice. Sir Henry Blake, when he induced the Chinese themselves to take an interest in the efforts made to prevent the spread of plague started on the right lines, and much in the future is to be hoped for in this direction. I am told that this year the Chinese will be permitted to call in Chinese doctors to certify the cause of death so that a body may promptly be removed. Heretofore in official quarters there has been strong objection to this, but it appears to have been successfully argued that a Chinese doctor is as qualified as a sanitary inspector to say whether a death has been caused by plague or not, and by calling in a Chinese doctor a body may be removed many hours sooner than might otherwise be the case.

There has been some talk about the Fleet getting their letters before civilians, and the Hongkong Post Office has been more or less abused. By a special arrangement and extra expense, Singapore gets its mail thus:—the bags are transhipped at Aden on to the "ferry" steamer to Bombay, are sent by rail to Negapatnam, and from thence are forwarded on to Singapore by the regular British India steamer. The Fleet mail bags at home are addressed to

Singapore and Hongkong, and China letters are forwarded by the first steamer. The postal authorities here are not prepared to enter into a similar arrangement, one reason being that there is no regular B.I. service between Singapore and Hongkong. If it could be worked, though, it might be an improvement.

(3rd April)

I gather from the Registrar General's Report concerning the affairs of his Department for the year 1904 that the Government is now taxing the food supplies of this Colony by means of market tolls and market licenses to the extent of \$105,827 per annum. The market tolls alone amount to \$101,310; the balance represents fees charged for licenses issued by the Sanitary Board for the sale of food outside the markets. In 1903 these licenses brought in a revenue of \$1,352; last year the revenue from this source was \$4,565—an increase of no less than \$3,213 (not \$2,313 as the Report states). The increase shown in the revenue from market rents is \$4,619—together, then, an increase of \$7,832 in one year in the taxation of the food supplies of the Colony in the form of rents and licenses. For some years past, in fact, the Government has observed—presumably with great content—the steady increase in revenue from this source. Curiosity impelled me to glance at the returns of five years ago, and I found that in 1899 the revenue from the markets amounted to \$80,901, which was \$6,133 more than the total for the previous year. It was then explained that the increase was due to the "increased rent obtained from stalls, which were put up to tender on being given up by their holders." Subject to correction, I assume that the increase of \$20,000 which has since taken place in the revenue is attributable to the same cause. Yet in the outcry which has recently been raised over the increase in market prices, it is Chinese "squeeze pidgin" only that has been condemned. The Food Commission appointed in 1900 specially referred to the market rentals as a tax on food and recommended that they should be kept as low as possible. The figures I have quoted show the supreme contempt the Government has for the Reports of Commissioners! Will some member of the Legislative Council kindly ask the Government whether any limit is to be put to this taxation, and, if so, what?

In England a few years ago one used to be persistently asked: "When is a place not a place within the meaning of the Act?" A case at the Magistracy this week has evidently reminded a good many people of this, and now, instead of being accosted with the old familiar question: "What do you think of the weather?" the Naval Yard man is called upon to solve the conundrum "When is a site not a site within the meaning of the Act." Messrs. Punchard, Lowther and Co., the Government contractors, were summoned by the Water Police for using cargo-boats which had not been licensed. These boats were employed in connection with the Naval Yard Extension works, and the defence set up was that the Government were the people to go for, as the boats were Government property, although they had been paid for by the contractors. The defence relied on a clause in the contract which stipulates "that all temporary buildings, appliances, plant and machinery of all descriptions provided by the contractor for use on the works shall from the time they are placed on any part of the site by the Civil Engineer-in-chief over the works at Hongkong, become the absolute property of the Lords Commissioners of the Admiralty." Mr. Hazeland came to the conclusion that by no stretch of language or juggling of words could a cargo boat used for conveying materials to the works be regarded as having been "placed on any part of the site." The Magistrate subsequently expressed the view that these words meant not only over the ground (i.e. on the water) but attached to the ground. It would be interesting to hear the views of the Admiralty authorities on this decision, for they doubtless regarded the cargo-boats as part of their security. Docks cannot be constructed without the use of cargo-boats, and the exclusion of these from the term "contractors' plant on the site" is a decision which has naturally evoked much discussion. It is difficult for a



layman to understand the dictum that the water covering the area used or to be used for dock purposes is not, in the ordinary, everyday dictionary meaning of that term, the site of that dock. But reverting to the Magistrate's definition, and accepting for the moment the dictum that water cannot constitute a site, were these boats not attached to the ground-site when they were tied up or moored?

The Telephone Company in addition to opening an Exchange in Kowloon have resolved to reconstruct the entire system of telephone communication in the Colony, at a cost of something like £10,000, and the work is to commence forthwith under the direction of the new manager, Mr. W. L. Carter. The reconstruction has been rendered necessary by the development of other electrical enterprises in the Colony like the tramway and the extension of the Electric Light Company's mains. This, in ways which electricians will understand has impaired the efficiency of the telephone service, and the only way to obviate the humming noises on the wires, which at times renders conversation extremely difficult, is by substituting the metallic circuit system for the present single-wire or earth-circuit system. In the central portion of the City the cables are to be carried underground. When this new system is inaugurated Hongkong will have a telephone service as efficient as any in the East, and the Company might then consider the advisability of opening a few public call offices. Telephonic communication with ships in the harbour would also be a great convenience, and I believe the feasibility of such a scheme has been under consideration.

"Quite recently," writes a correspondent "there was a paragraph in the *Daily Press* saying that the correct way of writing the name of this Colony is Hongkong, and not Hong Kong? Is it not a fact that H.E. the Governor prefers the capital K (vide the printed address on Government House stationery)?" My answer is that I am unable to say whether it is a fact or not that His Excellency prefers to see Hongkong printed as two words, but if I recollect aright, Government House stationery has always separated itself in this respect from the usage observed in official documents. The authority for writing Hongkong as one word is the Charter of Incorporation, and at the time it was first published in Hongkong, it was accepted as final authority for that form of writing the name of the Colony. Though Government House stationery may be sixty years behind the times in this respect, I never see an official publication with the name of the colony spelt in two words.

In the course of a criminal trial at Tientsin before the Portuguese *Chargé d'Affaires*, the Judge stated very emphatically that under Portuguese law every gambler is guilty of vagabondage. The following conversation passed between Defendant's Counsel and the Judge:

Counsel: Some time ago I heard that the Government of Macao had legalised gambling.

The Judge: That is for Chinese, not Portuguese. If a Portuguese is detected gambling, he is punished.

Counsel: Will the defendant be punished for gambling?

The Judge: He certainly will be punished as a gambler. I don't need the law for that. He admits he is a gambler, and as Portuguese Minister in China I must uphold the Portuguese law in China. A gambler is not fit to be in any settlement in China, and as soon as this case is finished he will be sent to Macao, you may be sure. I don't do it as Judge, but as Portuguese Minister in China.

This little extract will vastly amuse those who know the Portuguese Colony of Macao, which is often described as the Monte Carlo of the East. The Portuguese Government of the Colony derives the bulk of its revenue from the licensing of *gan-tan* establishments. "For Chinese," the Portuguese Minister would add but there is no secrecy about the fact that these establishments are largely patronised by Portuguese subjects and others, and I have never heard of one being punished for gambling. Officials, I believe, are prohibited, but on certain high days and holidays, like Chinese New Year, the prohibition does not appear to be rigorously

enforced. Then there is the famous lottery—"Santa Casa da Misericórdia de Macau" run by a Portuguese Society whose director's name is printed on the tickets. Nobody during the eight or nine years this lottery has been in existence has been prosecuted for gambling. The Editor objects to prize competitions, or I would give a prize to the reader who can find anything more farcical in all the Gilbert and Sullivan operas than this sentence of deportation to the Monte Carlo of the East for the offence of gambling at Tientsin.

At a meeting of the South African Gold Trust in London recently Lord Harris, the Chairman, said that the treatment of the Chinese on the Rand had been so considerate—so liberal, that in consequence of letters received from Chinese on the Rand by their relatives and friends in China, the volunteers for immigration were now coming forward in good numbers without any solicitation from the recruiting houses. Where are they all? For weeks past a number of coolie emigrant ships have been waiting in Hongkong harbour for coolies, and now, as additional evidence of the failure of the scheme we have the announcement of the withdrawal of Mr. W. Cowan, the Transvaal Emigration Agent stationed here.

I learn on reliable authority that owing to the increase in the cost of food in Hongkong the War Office has munificently increased the ration allowance of the officers of the local garrison by five cents Mexican per day. I am able to positively deny the rumour that officers have been cautioned by the War Office not to lavishly entertain on this extra allowance.

BANYAN.

## SUPREME COURT.

Friday, 24th March.

IN ORIGINAL JURISDICTION.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE).

RE THE SAM YEE CO., LD.

Mr. Norman Ferrers (instructed by Mr. P. W. Goldring of Mr. G. K. Hall Brutton's office) said:—This is a petition for the winding up of a Chinese Company known as the Sam Yee Company, Limited. I appear on behalf of a petitioning creditor, Luk Lai Cho, who is managing partner of the Yon On firm of 32, Bonham Strand East. My application is for the winding up of the Company. No one appears in Court, but I understand that there are parties not represented here now who will appear. I do not think it will be necessary to read the petition because I desire to ask Your Lordship that the matter be adjourned *sine die*. The creditors of the Company may come to an agreement, so the decision of the Court may not be required.

His Lordship assented.

IN SUMMARY JURISDICTION.

BEFORE MR. T. SERCOMBE SMITH (PUISNE JUDGE).

E. M. LE VERGER V. F. VETCH.

Emile Michelle Verger claimed \$600 from Francis Vetch Mr. D. V. Stevenson (of Messrs. Deacon, Looker and Deacon) appeared for the plaintiff, and Mr. G. K. Hall Brutton for the defendant.

After hearing the case, His Honour, in giving judgment, said:—Here the plaintiff originally claimed \$750 for three months' wages due to him for work done during the three months of January, February, and March in connection with the supply of coolie labour for Indo-China. To-day the claim is amended to make \$600 for two months' wages for January and February, and \$2.0 is included in lieu of notice for the month of March. I thought at first that the original claim for salary at \$250 per month altered to-day to \$200 per month might show that the plaintiff himself was not quite sure of the terms of engagement, but it was pointed out that in his affidavit of the 10th March he had said that

his salary was \$200, so it is possible that this mistake is through some clerical error in the office of the plaintiff's solicitors. Unfortunately there is nothing in writing, and as this is the case I am thrown back on the evidence of the plaintiff to prove what the agreement with the defendant was, and the same remarks apply to the evidence of the other side. The plaintiff is supposed to have proved his case, but I think there is no proof that such contract which he sets out was made. It appears that the plaintiff was asked to ride for the defendant at Foochow and got \$300 for that object. He abandoned his work at Mr. Varty's office, and left deliberately knowing that he would not be taken back. He went to Foochow and stayed with the defendant. Both came to Hongkong and both went back to Foochow. The plaintiff did a few acts, such as sending telegrams, but these acts were quite consistent with the friendship the defendant had extended to him, and nothing more than a man out of work would do for a friend. I am satisfied that this contract (for supplying coolies, has as yet not been consummated, and that the defendant never obtained the contract. My opinion is that what the defendant did was to say to the plaintiff "I am expecting to get a contract, and if I obtain it I will put you in charge of the job, and will also give you commission on the profits." I am not satisfied that there was any contract between the parties in which the plaintiff was engaged by the defendant at a fixed salary of \$200 per month. Judgment for the defendant with costs.

Monday 27th March.

IN ORIGINAL JURISDICTION.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE).

WING CHONG FAT FIRM V. KWONG TAK WING FIRM.

This was an issue as to whether Wong Sun Nam was a partner in the Kwong Tak Wing firm. Mr. H. E. Pollock, K.C., instructed by Mr. H. G. C. Bailey (of Messrs. Johnson, Stokes and Mas'ér), appeared for the plaintiffs, and Mr. H. G. Calhrop, instructed by Mr. G. Hastings (of Mr. John Hastings' office) for the defendant.

Mr. Pollock—The plaintiffs have obtained judgment against the Kwong Tak Wing firm, and an order was made by Sir William Goodman on the 20th July to see if Wong Sun Nam was a partner in the Kwong Tak Wing firm at the time the cause of action arose, February, 1904. An amount of flour had to be delivered between February and April 1904, was delivered, we did not get payment, and sued the Kwong Tak Wing firm for the price of the flour. The defendants did not take up and pay for the flour and we sold it by public auction at a loss. This action is also a test for a second action, as my friend, Mr. Calhrop, consents. The present action, No. 85 of 1904, will govern a similar issue in No. 86 of 1904. It is rather important to refer Your Lordship in the first instance to an affidavit filed by the defendant showing the position he takes up with regard to the matter of partnership. The affidavit is dated the 15th July 1904, and in it the defendant denies ever having been a partner in the Kwong Tak Wing firm, and this is a very important allegation in view of the evidence I shall call in this action. The evidence on behalf of the plaintiff will show that the plaintiff firm was started in November or December 1899, and a few months afterwards the defendant firm was started. In February 1904 a flour combine was formed between the plaintiff firm, the defendant firm and four other firms. I understand that the object of this flour combine was to buy flour to be imported from Portland, Oregon. The flour came in single shipments from the Pacific ports, and these shipments were divided into six lots, one for each of the respective firms. The flour was to be paid for by drafts drawn by the Portland Flouring Mills Company of Portland, Oregon, on the respective consignees of the flour, each consignee having a bill drawn on him. I think the payees in each instance were Ladd and Tilton, who, I suppose, are



people on the other side. The people to whom the bills were endorsed were the Chartered Bank of India, Australia and China, in Hong-kong, for collection. It was a part of the agreement between the six firms that each should back by indorsement the bills drawn on the other firms. About a month after this combine was entered into two persons, Wong Shing Tak and Wong Sun Nam, came from the defendant firm to the plaintiff firm about the endorsing of a bill of exchange, and Wong Shing Tak addressed Mr. Tang Lam Kok, the managing partner of the plaintiff firm, and requested him to put his firm's chop on the back of a bill of exchange. The bill of exchange was not actually brought, but was coming forward. Mr. Tang Lam Kok asked Wong Shing Tak who were the partners in the Kwong Tak Wing firm. Wong Shing Tak answered "I am a partner, Wong Sun Nam is a partner," and he also mentioned the names of two or three others. Wong Sun Nam said "Yes, yes." This conversation took place before Cheng Ngok Pan, who is a partner in the plaintiff firm. It was under the first combine. A second combine was formed in September or October of 1904, when two firms in the original combine dropped out. The plaintiff firm and defendant firm joined the new combine; there were four firms in it altogether. The second combine closed operations in June or July 1902. The evidence mentioned will show that Wong Sun Nam's statement that he never was a partner in the defendant firm cannot be accepted. It will show that he is very unreliable when he states that he never was a partner at any time. If Your Lordship is satisfied with the evidence produced that Wong Sun Nam was a partner in March 1901, you will hold that his partnership continued till a later date unless he publicly advertised to the contrary. He cannot get rid of the responsibility unless he gives public notice of retirement, but he says that he never was a partner. I shall call before you as a witness Mr. Chan Kwong Loong, a contractor who has been carrying on business for some years in Hong-kong, and he will say that a man came to him at the latter end of 1901 and asked him to go and see the defendant at the defendant's shop. He did go, and saw Wong Sun Nam there. Wong Sun Nam then told Chan Kwong Loong to build for him nine houses on Inland Lot 591. It appears this was the first time that Chan Kwong Loong had met Wong Sun Nam, and when this question came up, asked him who he was. Wong Sun Nam informed him that he had a share in the Kwong Tak Wing firm. The contract, it appears, was for \$35,800, and was signed by Wong Sun Nam in the name of Wong Loong, an alias. Chan Kwong Loong was partly paid in rice, and received orders on various rice shops from Wong Sun Nam. These orders for rice are dated, some in July, and some in August 1902. That shows that Your Lordship cannot accept Wong Sun Nam's affidavit saying that he never was a partner in the defendant firm. We shall call one or two flour brokers who will speak as to transactions, coming down to 1904, and they will tell Your Lordship that all of them entered into contracts with the Kwong Tak Wing firm, and that the only person who dealt with them there was Wong Sun Nam. Action 62 of 1903 was an action brought against Wong Sun Nam in the name of Wong Loong, in which name he entered into the contract with reference to these nine houses, Chan Kwong Loong v. Wong Loong. The statement of claim was filed on the 17th June 1903, and paragraph two reads: "The defendant is a merchant who carries on business at No. 86, Wing Lok Street, Victoria aforesaid, under the style or firm name of Kwong Tak Wing." Paragraph one in the reply says that the defendant admits paragraphs one and two in the statement of claim.

His Lordship—What do you say to that, Mr. Calthrop, were you aware of that?

Mr. Calthrop—No, but he, no doubt, was a man in that shop, but he will state that he never was a partner. He only admits he carried on business. He did not say he was a partner.

His Lordship—Loose pleading.

Mr. Calthrop—Yes, My Lord.

Evidence for the plaintiff was continuing when the case was adjourned until to day.

#### IN SUMMARY JURISDICTION.

BEFORE MR. T. SERCOMBE SMITH  
(PUISNE JUDGE).

#### CLAIMS AGAINST THE LAI FUNG FIRM.

Mr. O. D. Thomson appeared for the Yan Yut Lai, of 261, Des Voeux Road Central, merchants, who claimed \$1,000, money deposited, from the Lai Fung firm, of 63, Bonham Strand East, bankers. The defendants failed to appear and judgment was given for the plaintiffs with costs.

Mr. Almada e Castro, on behalf of the Wai Lau Kang, of 273, Des Voeux Road Central, traders, also made a claim of \$1,000 against the same defendants on account of money deposited, and received judgment with costs.

Tuesday, 28th March.

#### IN ORIGINAL JURISDICTION.

BEFORE SIR H. S. BRERLEY (CHIEF JUSTICE).

#### WING CHONG FAT FIRM V. KWONG TAK WING FIRM.

The hearing of this issue as to whether Wong Sun Nam was a partner in the Kwong Tak Wing firm was continued. Mr. H. E. Pollock, K.C., instructed by Mr. H. G. C. Bailey (of Messrs. Johnson, Stokes and Master), appeared for the plaintiffs, and Mr. H. G. Calthrop, instructed by Mr. G. Hastings (of Mr. John Hastings' office) for the defendant.

Mr. Pollock—I do not intend to call any more evidence, but I should like to address Your Lordship on the question of the admissibility as evidence of the pleadings and answer in action 62 of 1903. In the first place I would submit that the case of Allan against Hartley referred to by Mr. Calthrop does not govern the present case, because, as appears from the very judgment of Lord Mansfield, the plaintiffs wholly discontinued their action. Action 62 of 1903 is still on the file, and I think that this being so I am entitled to call Your Lordship's earnest attention to the fact that although the statement containing the admission that the defendant was carrying on business under the style of the Kwong Tak Wing was made in defence in 1903 it remains on the record of the Court unamended. I shall pass on to consider the other case referred to, Boilean against Rutlin. It is important to bear in mind that this case was decided under the old rules as to pleading. It was in 1848, and it is important to mention that the point actually in issue in this case was as to the effect of a bill in Chancery. It is distinctly laid down that admissions in pleadings are evidence, and it is competent for the plaintiff to actually move for judgment on the admissions made by the defendant in pleadings. This is not the view that Baron Parke took under the old procedure, and the reason given by him in a judgment why statements in the pleadings should not be accepted by the Court as binding was that certain statements were made by counsel with a view to contend the case made by the other side.

His Lordship—You draw a difference between a suggestion by the plaintiff's counsel of his own motion and an answer to an allegation of fact.

Mr. Pollock—Quite so, My Lord.

His Lordship—There is this to be said in favour of your argument:—This is not a suggestion by counsel; it was an admission of the plaintiffs' statement. At the time when Boilean against Rutlin was decided, was it possible to get admissions?

Mr. Pollock—I do not know, but under the old practice any statement made in the pleadings had to be confirmed on oath. We submit that in this action the only theory possible is that this admission was made upon the instruction of Wong Sun Nam, because it would be absurd to suppose that it could possibly come out of the brain of counsel or solicitors instructing counsel. In the case of Buckmaster against Meiklejohn, in 1853, Baron Parke said pleadings are not admissions, but merely statements which the party wishes to raise for the opinion of the jury. Such was the practice in 1853, but it is quite obvious that such statements cannot hold water for a moment at the present time.

His Lordship—Judgment can be obtained on a statement in the pleadings.

Mr. Pollock—It is for the court to ask whether the admission made is made for some technical advantage, or whether it is a plain admission of fact. It is really for the court to treat every admission on its merits, and the court as a jury—

His Lordship—No, not that, because before it gets to that status it has to consider whether the evidence is admissible.

Mr. Pollock—It is distinctly laid down that there is no binding rule in this matter. I think I have established from the judgment of Baron Parke that at that time admissions in pleading were not admitted as admissions in the sense they are taken by the court now. Can it be suggested for a moment that the learned counsel who signed the statement of defence suggested to his client that he should make that admission. The statement of defence must deny all material statements in the statement of claim that the defendant intends to deny at the trial.

His Lordship—This admission was not a material allegation.

Mr. Pollock—If it came into court to-morrow unamended, and the defendant lost his case, the plaintiff could ask for immediate execution. Your Lordship is entitled as a jury to take into consideration what is on record here.

Mr. Calthrop—With regard to the legal argument brought forward by Mr. Pollock, I rely chiefly on the case of Allan and Hartley. Pleadings are very frequently amended. Mr. Pollock said that the cases quoted, all in favour of the defendant, were under the old rules, and do not have any effect now. They are all in the latest editions.

His Lordship—I think your best argument is that the case 62 of 1903 is still *locum penitentia*, and you may still ask leave to amend it, the case not being concluded. There has been no case like this before. The case Lord Mansfield spoke of was withdrawn, whereas here the case is still pending. I do not think I shall admit this evidence because the consequences might be very serious. I reject as evidence the statement of 62 of 1903 on the ground that the proceedings of that admission are still pending, and the pleadings containing that admission may still be withdrawn or amended.

Mr. Calthrop—A new question is whether the defendant was actually a partner, and not whether he held himself out as a partner. The only evidence presented is that in February, 1901, Wong Shing Tak, who was at that time the only partner of the firm in Hong-kong, went with the defendant to the plaintiff firm, and then in answer to a question put to him gave the names of partners in the firm, and said the defendant was one of them. The defendant will deny that he was a partner in the firm. I shall be able to show that this firm commenced in 1875 and at that time there were twenty partners. The defendant's connection with the firm was twelve or fourteen years ago. For the last six or seven years he was employed as a buyer or seller. The manager was his uncle, Wong Shing Tak, and if his uncle was away one of the employees of the firm would have to use the firm's chop and sign his name. That is how the defendant used the firm's chop, and signed his name. He did not sign as a partner, but as one of the persons whose business was to carry on the business of the firm. When the plaintiffs commenced these proceedings they began by juggling two other persons into being partners in the firm, but they apparently had no evidence whatever to go upon against these two, and they dropped it. The evidence of these men is not trustworthy when one considers the reckless assertions made as to who were the partners in the firm.

After some further remarks Mr. Calthrop called evidence for the defence. The case was adjourned.

#### IN SUMMARY JURISDICTION.

BEFORE MR. T. SERCOMBE SMITH  
(PUISNE JUDGE).

Two actions were brought against J. F. Haynes, a clerk in the employ of Messrs. P.



Lemaire and Company. In the first the Hongkong Hotel claimed \$7 for refreshments supplied, and in the other Cheong Lee and Company, of 29 and 31, Des Vœux Road Central, claimed \$182.55 on account of furniture sold and delivered. In the latter action Mr. A. E. Bonnar (of Messrs Dennys and Bowley) appeared for the plaintiffs, and Mr. P. W. Goldring, who sought to make a composition, for the defendant. Judgment went against the defendant in both actions, His Honour saying that the defendant and Cheong Lee and Company could arrange any terms of payment they chose.

YEE WO CHEONG V. EASTERN AND AUSTRALIAN STEAMSHIP CO., LD.

Judgment was given in this action. Mr. Norman Fenners, instructed by Mr. R. A. Harding, appeared for the plaintiffs; and Mr. H.E. Pollock, K.C., instructed by Mr. John Hays (of Messrs. Johnson, Stokes and Master), for the defendants.

His Honour said:—In this action Yee Wo Cheong, a Chinese firm trading at 101, Bonham Strand East in this Colony, seek to recover from the Eastern and Australian Steamship Company, Limited, whose agents in Hongkong are Messrs Gibb, Livingston and Company, the sum of \$1,000 as damages for the non-delivery of certain sandalwood shipped at Timor on the steamship *Empire* for carriage to Hongkong. It appears that on the 12th October 1904 the defendants' steamship *Empire* called at Timor and took on board a cargo of sandalwood in respect of which bills of lading were signed by the defendants' agent. Under two of these bills of lading the Yee Wo Cheong were the consignees. These two documents are as follows:—

"Shipped in apparent good order and well conditioned; &c., &c., a lot of sandalwood said to be 631 pieces, a lot of sandalwood said to be 78 pieces and a lot of sandalwood said to be 2,478 pieces being marked and numbered as in the margin; &c., &c."

The total of the pieces entered in the two bills of lading was 3,187, and it is agreed that only 3,074 pieces were delivered in Hongkong to the consignees.

If the bills of lading had not contained the words "said to be" or other qualifying words, the shipowners would have had to prove that 3,187 pieces were not as a fact shipped at Timor, but that only 3,074 pieces were shipped, in order to establish a successful defence in an action for damages for short delivery.

The principal authorities for this proposition are *McLean v. Fleming* L. R. 2 H. L. Sc. 128, *Harrold v. Katz* 10 T. L. R. 115 and 400, and *Smith v. Bedouin* S. N. O. (1896) A. C. 70. If, however, qualifying words, such as those used in these bills of lading are introduced, it was argued, on the authority of *Jessel v. Bath* L. R. 2 Ex. 267 and *Lébeau v. G. S. N. Co.* L. R. 8 C. P. 96, that the onus moved from the shipowner to the shipper or consignee to show that, as a fact, 3,187 pieces and not only 3,074 pieces, were received on board by the shipowners. Conceding that the authorities quoted establish that the onus is shifted, I am of opinion that the plaintiffs have discharged that onus, and proved, as well as could be proved, that the number of pieces 3,187 entered on the bill of lading, as opposed to the 3,074 pieces actually delivered, were shipped. They have also proved that there was a mistake in one bill of lading in which the figures 78 should have been 87, as they appear in the mate's receipt as altered by the shipowner's agent, and in the Timor Customs Export document. The total number of pieces shipped was therefore 3,196, and the shortage was 122 pieces.

Though I have said enough for the purpose of my decision, I will make a few observations on points which arose in the case. The conduct in Hongkong of Lai Shuk-hoi who saw the pieces shipped at Timor and accompanied them to Hongkong, raises no suspicions in my mind that he has testified falsely in order to enable the shippers in Timor to obtain from the consignees the price of more pieces than those shipped.

Shortly, if not immediately after the *s.s. Empire* arrived in Hongkong on the 20th October, some of the pieces of sandalwood shipped by her found their way to Macao. Such pieces were either a portion of the pieces

delivered to the consignees, or a portion of the pieces on board, but not delivered. It is almost certain that three of these pieces were a portion of the pieces delivered to the plaintiffs. If that is so, the effect is only to show that the consignees have been defrauded after delivery, either with or without the connivance of their servants; for the consignees did not send or sell the pieces to Macao, and would not be likely to send them to a marine store dealer in that colony, or under a false name. The incident cannot affect the question of how many pieces were actually shipped at Timor, unless, as is not the case, it had been proved that Lai Shuk-hoi had been a party to the fraud on the consignees; in which case his evidence would have been tainted and unreliable.

I have no doubt that a misunderstanding, not censurable under the circumstances, occurred in the record of the report made by Yip King-nam at the Water Police Station. I can ascribe no motive to him in deliberately making a false report; but if he made a false report, the bearing of reporting a loss of 220 piculs instead of 55 piculs upon the question of the number of pieces actually shipped at Timor, is not apparent to me. Moreover, proof that all the pieces found on board were tallied into lighters and thence delivered in full to consignees, does not establish that all the goods shipped at Timor had been tallied and delivered. But if it had been proved that plaintiff's servants were on board from 5 p.m. to 11 p.m. on the 20th October when the sandalwood was being discharged into the Company's lighters, such evidence, coupled with the evidence of fraud practised on the consignees after delivery, would have supported a contention not supported by the evidence as it stands, that those servants were privy to, if not the actual authors of the removal of the missing pieces, the value of which is now being sued for; but whether this would have discharged the ship owners from their liability to deliver the whole amount proved to have been shipped is another question. There will be judgment for the plaintiffs with costs. I certify for counsel.

Wednesday, 29th March.

#### IN ORIGINAL JURISDICTION.

BEFORE SIR H. S. BEECKLEY (CHIEF JUSTICE).

WING CHONG FAT FIRM V. KWONG TAK WING FIRM.

The hearing of this issue as to whether Wong Sun Nam was a partner in the Kwong Tak Wing firm was concluded. Mr. H. E. Pollock, K.C., instructed by Mr. H. G. C. Bailey (of Messrs. Johnson, Stokes and Master), appeared for the plaintiffs, and Mr. H. G. Calthrop, instructed by Mr. G. Hastings (of Mr. John Hastings' office) for the defendant.

His Lordship in giving judgment said that in his opinion the defendant was a partner in the Kwong Tak Wing firm, and he considered the evidence was conclusive on that point. The witnesses called on behalf of the plaintiffs gave evidence which, if believed, established their position. He saw no reason to discredit the evidence of the managing partner and the other man, called from the plaintiff firm, who supported his evidence. It was true that the managing partner in his affidavit showed some uncertainty as to time, but he was only speaking approximately. One knew from one's own experience that a man speaking from memory might remember a fact and yet might be unable to fix the time at which that fact occurred even approximately. As regards another comment, though Tang in his affidavit did not mention the fact of Cheng being present at the time when the people from the Kwong Tak Wing came around to the Wing Chong Fat firm and interviewed Tang, he did not think that there was much weight in that comment in view of the fact that Tang was merely mentioning what was said by people of the Kwong Tak Wing firm. They had it that not only did the defendant hold himself out as a partner; but also the admitted head of the firm, Wong Shing Tak, said the defendant was a partner. In his

opinion that was sufficient to establish partnership, because it was clear that partnership might exist without any written agreement. The two to one argument did not weigh with him altogether, because what one had to consider when weighing evidence was not the quantity but the quality. Tang and Cheng's evidence for the plaintiffs, struck him favourably as compared with that of the defendant. He was not obliged, however, to rest his judgment solely on the evidence of these two witnesses, because he had the evidence of two other witnesses on behalf of the plaintiffs who were independent. In the first place there was the broker who had dealt for years with the defendant firm. The broker stated that the defendant acted and dealt as if he were a partner. Therefore the evidence of the two men from the plaintiff firm was borne out by the fact that the defendant did act as a partner. Then again there was the evidence of the contractor employed by the defendant on a large building contract. That man produced written evidence to show that the defendant paid for the houses partly by orders for rice debited to the Kwong Tak Wing firm. The defendant's explanation of that was that his uncle had a high opinion of him and did not object. That explanation seemed to him very unsatisfactory. This evidence of the contractor showed that the defendant did act as if he had authority in the Kwong Tak Wing firm. The defendant and his witnesses were no doubt persons who ought to know whether the defendant was a partner, but he did not think they were speaking the truth. He held, therefore, that the defendant was a partner in the Kwong Tak Wing firm at the time cause of action arose.

Judgment was given for the plaintiffs on the issues of actions 85 and 86 with costs.

Mr. Pollock applied under Section 386 of the code for leave to issue immediate execution against the defendant, Wong Sun Nam, and Mr. Calthrop not objecting, leave to issue immediate execution in both actions was granted.

#### IN SUMMARY JURISDICTION.

BEFORE MR. T. SERCOMBE SMITH (PUISNE JUDGE).

Monte Ichiro otherwise Tokutaro Nakagawa (a Japanese) sued Yasaburo Nakagawa (a Japanese) for \$123, due on a promissory note dated 24th October 1903 made by the defendant and one Fuku Ohshima. The principal was \$100 which with interest, at the rate of five per cent from the 24th October to 10th March, made \$123. Mr. C. E. H. Beavis (of Messrs. Wilkinson & Grist) appeared for the plaintiff, and Mr. Almada e Castro for the defendant.

Mr. Almada e Castro gave notice of a special defence, on the ground of the debt being a gambling transaction.

His Honour—A special defence?

Mr. Almada e Castro—Yes, on account of traffic in women. The debt was a gambling debt, and a girl was given as security. The girl was subsequently released when this promissory note was made.

Cross-examined, the plaintiff said he was under a banishment warrant. He was to have been banished that morning but had been granted an extension to wind up his affairs. He did not know that he was being deported for carrying on a traffic in women. He knew a girl named Hatsu Harrata, but denied that he held her as security for a gambling debt owing to him by Ohshima. His claim was on account of money lent. He did not hold Hatsu Harrata as a pledge.

His Honour—It cannot be done in this Colony, and would be no security as it is contrary to the law.

Mr. Castro.—It was done though, because the girl was handed over.

The defendant gave evidence that he had been a cook in a Japanese hotel. The plaintiff was a constant visitor and gambled there. Ohshima lost to the plaintiff about \$100. The girl was given as security. Defendant gave the promissory note to secure the release of this woman, and he sent her to Japan.

O Waka'sa Yei, a Japanese woman who keeps an eating house, bore out the defendant's evidence. She thought the use the plaintiff would have made of the girl would have been to sell her as a prostitute.



His Honour—Here, it appears, there was a promissory note given by the defendant to the plaintiff. The defendant comes into court and sets up in defence that it was an illegal transaction, a gambling transaction, and relies on 4 and 5 William IV. *Prima facie*, always when promissory notes are given, it is for a person who asserts an illegal construction to show that no money was passed or that the transaction was a gambling transaction. Here it is said that the promissory note was given to obtain the release of a person over whom the plaintiff had no control at all. Judgment for the plaintiff.

P. E. SAGNOL v. W. S. BAILEY AND CO.

This was a claim for commission. Mr. P. W. Goldring (of Mr. G. K. Hall Brutton's Office) appeared for the plaintiff and Mr. A. C. Holborrow (of Messrs. Deacon, Looker and Deacon) for the defendants.

His Honour in giving Judgment said:—This is a claim for \$130 as commission. Owing to a misunderstanding when the action first came on, on the 23rd March, the defendants were not represented. Thinking the defendants had received due notice to appear, and having waited from 2.15 p.m. to 3 p.m., I took the case and gave judgment for the plaintiff with costs. Subsequently an application was made for a rehearing, and considering the grounds for such reasonable, I consented. The plaintiff has not satisfied me that any of the work for which he claims commission was work in accordance with the terms of his contract with the defendants, work he himself brought in to the firm. He says that work was brought in to Messrs Bailey and Company by him, but he tendered for work for which he had been asked to tender. That seems to me to be the extent of personal exertion. For such work, I take it, he was paid at the rate of \$150 per month. It was not by personal exertion that he brought the work to the defendants. Judgment for the defendants with costs.

Friday, 31st March.

IN APPELLA E JURIS. ICTION.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE)  
AND MR. T. SERCOMBE SMITH  
(PUISNE JUDGE).

TANG TSZ U. v. THE ATTORNEY GENERAL.

Judgment was given in this case. At the hearing Messrs. M. W. Slade and H. G. (althrop, instructed by Mr. John Harston (of Messrs. Ewens and Harston) appeared for the appellant; and the Attorney General (Hon. Mr. E. H. Sharp, K.C.) and Mr. H. E. Pollock, K.C., instructed by the Crown Solicitor (Mr. F. B. L. Bowley) for the respondent.

The Chief Justice said it was an appeal from a decision of the Land Court disallowing the claim of the appellant, one of several rival claimants, to the absolute ownership of a portion of the foreshore at Cheung Sha Wan, formerly within the territories of the Emperor of China, but since the date of the Kowloon Extension Agreement, part of the Colony of Hongkong, and officially known as "The New Territories." The foreshore claimed extended for a length of about two miles along what is now part of the northern shore of Hongkong Harbour, and comprised an area of about 150 acres. This foreshore, of little or no value before the Kowloon Extension Agreement, had since its inclusion in Hongkong Harbour become of very high value. In the claim presented to the Land Court in 1901 the value was placed at \$50,000; but it was stated at the Bar in the course of argument on appeal that the value now exceeded \$2,000,000. In the course of his long written judgment, His Lordship decided that the appellant's case had failed entirely, and that the appellant who formerly held a certain area of the foreshore in Chang-sha-wan Bay under licences from the Chinese authorities which required him to reclaim the foreshore, was obliged by the law of China to reclaim such foreshore within the prescribed period of six years from the date of the licence, and having failed so to do, lost by lapse of time all right to the foreshore on the 26th August, 1896. Consequently the appellant had at the time of the cession of the New Territory (on the 1st July 1898) no right of any kind in respect of the

lands which he claimed, and could not therefore require the Hongkong government either to grant him any right to the land, or to award any compensation in respect thereof.

Mr. Justice Smith first set out the Convention of the 9th June 1898 between the Emperor of China and Queen Victoria, which ceded to Britain the New Territories. He referred to the provision of the Convention against the expropriation of inhabitants in the New Territories, and set out the Order in Council dated the 20th October 1898 declaring that the New Territories were part and parcel of the Colony of Hongkong. This required that measures should be taken to reconcile the dominion of the Crown with rights of ownership. To effect that object Ordinance 4 of 1900 was enacted on the 23rd July, 1900—the Land Court Ordinance.

The constitution of the Land Court under that ordinance and the powers of that court were then dealt with.

The learned judge next referred to the application for leave to appeal; and to the notice of motion on behalf of the appellant to adduce further evidence a second time, which was refused. He also gave a summary of the judgment of the president of the Land Court. Before proceeding to examine the merits of the claim he dealt with certain preliminary points. He held that the nature of the proceeding was in effect an action to establish title and that the burden of proof lay on the appellant. He minutely dealt with the question of the proof, admissibility and effect of the documents adduced as evidence, such as the official despatches or letters between Chinese departments, petitions of (hines), general and local statutes of the Chinese Empire, regulations of the boards and records of the courts of China. He held that official despatches and petitions were not admissible in evidence, that the general and local statutes were admissible as part of the evidence of the experts who produced them and that where the evidence of the witnesses was conflicting the Court might examine and construe for itself the passages quoted. The regulations of the boards were held to be admissible as public documents.

As regards the awards and judgments of the courts of China the question arose whether they were judgments *in rem* or judgments *in personam*. In quoting Story and Smith's Leading Cases, the Puisne Judge adopted Story's wider language in preference to the narrower language in Smith's Leading Cases, so as not to deprive the plaintiff of what in deciding a nice point of law would have been evidence for him. He adopted the view that most of those judgments were judgments *in rem* and therefore conclusive against the world.

His Honour also dealt in detail with the admissibility in evidence of the forty odd documents which constituted the exhibit BN1 and having dealt with this point proceeded to examine the terms "reclaim," "reclamation," "assessed to land tax," "entered on the tax register," "cancelled" and "exercise the right of ownership," which were translations of the various Chinese terms about which there was a difference of opinion.

The next point dealt with was the procedure on appeals from decisions of the Land Court which was to follow as nearly as might be the procedure in case of appeal against the decision of the Puisne Judge. He pointed out that this was an appeal on questions, of fact and questions of law, and that so far as the question of law was concerned no special case had been stated, as required by section 36 of Ordinance 4 of 1873.

Having dealt with these preliminary matters he explained the origin and existence of the four documents of claim relied upon by the appellant and known as AO and AS, and AP and AT. He selected AT as a test document. The appellant's case rested on this document. It read as follows:—

"Foreshore sealed receipt for landholder.—The Provincial Treasurer of Kwong Tung in the matter of issuing a sealed receipt. I, the Treasurer, have received, in reply to my despatch, a minute from their Excellencies the Viceroy and Governor approving that landholders should voluntarily report their families, fields/banks, make payment, apply for acquisition be granted in the first instance a sealed receipt to hold as proof, be permitted to cultivate as usual/

use labour to reclaim, and that they should come again in each separate case to exchange the sealed receipt for a Treasurer's certificate under which to exercise ownership and pay tax according to class. Now Landholder . . . of . . . District, being of the household . . . of the . . . borough, the . . . parish and the . . . tything, member of family . . . has applied for the acquisition, in . . . district, at the place named . . . of sand water white banks in all four kang and has paid in all as the regulation fee Taels 80 and as compensation for loss on exchange Taels 6.4, which sums, having been received and weighed by a deputy of the Branch Office, it is proper, as a first step, to issue a sealed receipt in respect of the foreshore thus voluntarily reported permitting the applicant to cultivate as usual/use labour to reclaim according to the four boundaries and dimensions, and to wait until an accurate survey has been made, when he should take with him this sealed receipt and exchange it for a Treasurer's certificate. A necessary sealed receipt. Boundaries as under:—East, Sham Shui Po; West, Lai Chi Kok Custom House; South, the sea; North, salt fields the taxed property of the same family, issued on the 12th day of the 7th moon of the 16th year of Kwong Sui (26th August 1890)."

The Puisne Judge examined this document minutely. Attention was drawn to the phrases in it "in the first instance," "come again to exchange it for a Treasurer's certificate," "hold as proof," "permitted" and "applied for acquisition." The document *prima facie* did not confer ownership. It was clear that the holder of the document was to take active steps to exchange it for a Treasurer's certificate. But before the exchange could take place there was to be an official survey. The appellant argued that as this official survey had not been made he could not carry out his part by exchanging his sealed receipt for a Treasurer's certificate. To this it was replied that before the survey could be made the appellant's duty was to report that the land was fit to be surveyed. This he had not done and His Honour held that this report by the holder of the document was a necessary preliminary to the official survey for the purposes of placing the land on the tax register.

The learned judge then proceeded to enquire whether there was any limit of time within which such report had to be made, and stated that the answer to this question depended on the answer to another question "was there a limit of time within which the land permitted to be reclaimed was bound to be reclaimed and entered on the tax register?" After examining the evidence of the skilled witnesses on both sides, the evidence of the appellant in the court below and the law of China bearing on the point, he held it proved that the land covered by the appellant's documents of claim was required by the law of China to be reclaimed or cultivated and entered on the tax register within six years of the date of issue of these documents, namely by the 20th August 1896.

After explaining the *Chik Lo* tax he went into two arguments advanced by the appellant's counsel (1) that unreclaimed land rightly paid taxes at *Chik Lo* rate and (2) that Treasurer's certificates were legally issued in respect of unreclaimed land. Both these arguments were rejected as unsound.

After this digression he turned again to examine the documents of claim, stating that *prima facie* they did not confer ownership which accrued only upon the receipt of a treasurer's certificate accompanied by payment of taxes. He then dealt with the evidence on the question of how ownership was acquired, and after examining the expert evidence, the appellant's evidence and the law of China on the subject came to the conclusion that the holder of sealed receipts such as the appellant's documents of claim in this case did not acquire absolute ownership of the land permitted by such sealed receipt to be reclaimed. After making a few more remarks upon the tenour of those documents he wound up on this point thus:—

"As I think it would be rash to apply to the document AT any term bearing a definite legal meaning in English law, I must express myself in the following periphrasis concerning it. It is a preliminary document permitting reclamation of certain sandbank, and in course



of time is to be exchanged for a further and final document called a Treasurer's certificate. After six years from the issue of AT, the sandbank must be reclaimed, entered on the land tax register and pay tax. If the reclamation is accomplished within the allotted time, the holder of AT must report that fact, whereupon the officials will have the sandbank surveyed. Ownership is not immediately acquired by the holder of AT, but is conferred when, after reclamation and entry on the tax register, the Treasurer's certificate is obtained in exchange."

Before proceeding to notice in detail other arguments put forward by the appellant the learned judge established the proposition that only reclaimed land could go on to the tax register.

It was asserted for the appellant that the judgments of a foreign court were the best proof of the law of that foreign country. By English law, however, foreign law must be proved as a fact by skilled witnesses, so the judgments contained in BNI were not admissible *per se* as proof of the law of China. He showed that the Chinese magistrates could not have called sealed receipts, which are the appellant's documents of claim, titled deeds, or *Kai* as the Chinese character is. He also showed that the word "certificate" as used by magistrates in respect of the same sealed receipts was a misnomer and that the Treasury receipts mentioned in Rule 11 of the Sha Tin Kuk Rules, were not the same as sealed receipts or as Treasurer's certificates. He next dealt with the argument that the Chinese magistrates had recognised that the appellant was the owner of the land, which he was permitted under his documents of claim to reclaim. He showed that the same phrase "exercise the right of ownership" was used in respect of Chinese title deeds and breaching licences and sealed receipts, and that the phrase was one of varying import, the exact meaning of which must be arrived at by the examination of the document in which it occurred, or to which it related, so that the phrase "to exercise the right of ownership according to the certificate" did not mean more than to exercise such rights as the certificate or sealed receipt conferred. Another argument of the appellant was that he had, with the sanction of a Chinese magistrate, granted a perpetual lease of the land he now claimed to a Chinese company for building purposes, and that the recognition of this lease by a Chinese magistrate proved that he had such an estate in the land which he was permitted to reclaim as to enable him to carve out of that estate a lease. The Court pointed out that though the magistrate might have recognised the existence and registration of this lease it did not follow that the appellant had a legal right to make such a lease. The right to make such a lease was never investigated in the Chinese courts and therefore the magistrates were never called upon to decide whether or not the appellant had an estate out of which this lease could be granted. The mere fact of registration proved no more than that the lease was duly registered. It did not prove that the appellant had any right as against the Chinese Government to make such a lease. It was also pointed out that the Chinese word for lease was used to describe such various documents as "breaching licences," "sealed receipts" and "lease" proper. The term therefore seemed to be one of varying import depending upon the document to which it was applied. Because it was applied to the appellant's documents of claim it could not be said that these documents of claim were leases, and that therefore the appellant as Crown lessor had power to sublet. The three main arguments of the appellant hitherto noticed were:—(1) That his documents of claim conferred absolute ownership (2) that they conferred an estate out of which a perpetual lease could be given (3) that a Treasurer's certificate was issued and taxes at *Chik Lo* rates were paid, in respect of unreclaimed land.

As regards the subsidiary arguments of the plaintiff, the court held it was not proved that the Chinese land register conferred title: that the Crown was not now estopped by reason of its argument in the court below from arguing that the appellant was not owner of the land: that the time limit of thirty years from the date of application to reclaim was not

fixed by rule No. 9 of the Sha Tin Kuk rules; and that the six years' limit prescribed for the reclamation of sand banks was not abolished with regard to the Sun On District.

Having dealt with these subsidiary arguments the court proceeded to enquire what was the result of the appellant not having fulfilled the conditions under which he was permitted to reclaim. The appellant's argument on this point was that the Chinese government had no right to re-enter on the lands comprised in his documents of claim, that such a right of re-entry was not expressed on the face of these documents, and was too severe a measure to be implied in law, for the law leaned against forfeiture. On the other hand the respondent argued that the appellant's documents of claim were on the face of them mere permits, that they were issued upon conditions which attached to them by the law of China that, such conditions not having been fulfilled the rights conferred by the permits had lapsed. The oral, affidavit and statutory evidence on this point having been examined in detail by the learned judge, he came to the conclusion that the law of China as propounded by the Crown's skilled witnesses was more consistent with both the conditions annexed by that law to, and the general tenour of, the appellant's documents of claim, than was the law of China as propounded by the appellant's skilled witnesses. The judgment ended as follows:—On the evidence I hold that AS and AT were voidable by the Chinese Government on the 20th August 1896. But though that Government did not exercise its power of avoidance the right to avoid passed to the British Government and can be exercised at any moment. In my opinion that right of avoidance has not yet been exercised. The reason for this is that until it had been held that such a right of avoidance existed, the Crown was not in a position to exercise its right. It may now rescind AS and AT, the right to rescind not having been abandoned by the Chinese Government. One of the skilled witnesses for the respondent declares that under the circumstances existing in this case the land reverts to Government. The Chinese Government it is clear was never divested of its ownership of the soil. It permitted the appellant to enter on the soil for the purpose of reclaiming it within a prescribed time. That time expired and the conditions of occupation remained unfulfilled. The permission to occupy came to an end therefore when the allotted term had passed and the conditions imposed by the permission were unperformed. In such a case I can not see that there was any necessity for any active steps on the part of the Chinese government to cancel or avoid the documents of permission. It seems to me that the rights conferred by these documents having elapsed by effluxion of time, the documents themselves became mere waste paper having no value. If the documents of claim AS and AT are only voidable, I am of opinion that the judgment appealed from must be upheld. If they are of no more effect than expired permits, the appellant equally fails, for his documents ceased on the 20th August 1896 to confer on him any right even of entry and conditional occupation. The appeal should be dismissed with costs.

Saturday, 1st April.

#### IN SUMMARY JURISDICTION.

BEFORE MR. T. SERCOMBE SMITH  
(PUISNE JUDGE).

J. ALLEN V. F. LOCK.

Mr. G. K. Hall Brutton appeared for the plaintiff, who lives in a flat in Wild Dell, Wanchai Road. The defendant formerly rented another flat adjoining the one occupied by the plaintiff. Both plaintiff and defendant are employees at the Naval yard. The two had a dispute about who had the right to occupy a kitchen. The plaintiff, who had possession, refused to vacate the room, and the defendant, assisted by his boy, thereupon removed all the plaintiff's things out of it. The stove at that time was still hot, the plaintiff's dinner having been cooked on it. It was shifted on to the landing, and the defendant pulled down the piping, some shelves, etc. He broke the cast

iron top of the stove, crockery and other articles. The plaintiff claimed for stove and piping \$28.50; for shelves \$7; for crockery \$4.15; and for meals outside \$10; also costs of the action.

The defendant contended that he had put the stove out carefully, and had not broken it. He admitted he was in the wrong.

His Honour—It is quite evident you were in the wrong, for you should never have taken out the stove whether you were labouring under an error as to your rights or not. The meals outside I consider unnecessary and a luxury, so I give judgment for \$39.65 only and costs. I am sorry that it is not a good deal more.

#### POLICE COURT.

Monday, 27th March.

BEFORE MR. F. A. HAZELAND (FIRST  
POLICE MAGISTRATE.)

REX V. PUNCHARD, LOWTHER AND COMPANY.

His Worship delivered judgment in this case as follows:—

The defendants, Messrs. Punchard, Lowther and Company, were summoned before me for unlawfully using cargo boats in the waters of the Colony without a licence contrary to Ordinance 10 of 1899, and the regulations made under the authority of the said Ordinance.

It was contended by the defendants that the cargo boats, the subject matter of the charge, were the property of the Lords Commissioners of the Admiralty, and not the property of the defendants.

In support of this contention the solicitor for the defendants put in a copy of a section of the contract made between the Lords Commissioners of the Admiralty and the defendants, Messrs. Punchard, Lowther and Company. The section is as follows:—

"Until the completion of the works to be carried out under this contract, all temporary buildings, appliances, plant, and machinery of all description provided by the contractor for use on the works shall, from the time they are placed on any part of the site set apart by the Civil Engineer-in-Chief for the works at Hong-kong, become the absolute property of the Lords Commissioners of the Admiralty (but subject to the use thereof by the contractor or any other person or persons—employed on his behalf) and shall not be removed from any of the sites—without the previous consent in writing of the Civil Engineer-in-Chief. On the final completion of the works the whole of the temporary buildings, appliances, &c., &c., referred to in this clause shall be removed by and at the cost of the Contractor, and upon such removal shall revert in and become the property of the Contractor."

It will be observed from the above section of this agreement that before any property vests in the Lords Commissioners of the Admiralty it is a condition precedent that it should only vest "from the time they are placed on any part of the site." By no stretch of language or juggling with words can a cargo boat used for conveying materials to these works be regarded as having been "placed on any part of the site."

I am moreover of opinion that it was not in the contemplation of the parties at the time of making this agreement that vessels used in conveying materials should be included in the said section.

Assuming for the purposes of argument that there is an ambiguity as to the meaning of the words "placed on any part of the site" it is a rule of construction that an ambiguity is to be construed most strictly against the promisee and in favour of the liberty of the promisor.

I am therefore of opinion that the cargo boats, the subject matter of this charge, are the property of the defendants and not the property of the Lords Commissioners of the Admiralty.

By the regulations made under the Ordinance it is deduced that all cargo boats must be duly licensed.

I therefore convict the defendants. As the present proceedings are in the nature of a test case, I propose inflicting a nominal penalty of \$5.

Mr. Wilkinson, solicitor for the defendants—I beg to make an application, under Section



97, for Your Worship to review your decision that these cargo boats do not come within the meaning of the word "plant."

His Worship—They must be placed on the site.

Mr. Wilkinson—The only witness said that the cargo boats were included in the word "plant," and were placed upon the site. I take it that the very admission made by my friend—

His Worship—I told you that no admission was binding on me.

Mr. Wilkinson—To properly construe a document the first thing is to find out what was the intention of the parties. The intention was evidently this:—In case of the firm failing, everything in connection with doing the work should revert to the Admiralty. These cargo boats were purchased expressly for the work, so it is abundantly clear that they form part of the plant. It would suit my clients admirably if your decision were correct. The site, however, is the whole area of the dock, and at one time consisted of land covered by water. It is all reclamation and at the commencement of the contract there was no land, or very little. On this ground I ask Your Worship to reconsider your decision, and if you require evidence I shall call Mr. Williams to prove that the cargo boats are always within this area.

His Worship—I am afraid a rehearing must be refused, but I give you leave to appeal.

Mr. Wilkinson—I ask you to take a note of Mr. Taylor's admission that the boats belong to the Admiralty.

His Worship—No, that has nothing to do with it.

Mr. Wilkinson—I wish to call evidence to prove that these boats are anchored within the basin.

His Worship—If you wish it, under the circumstances, I will allow that.

Mr. Wilkinson—I wish to call evidence as to where these boats were placed.

His Worship—Very well, on Wednesday at twelve o'clock.

Wednesday, 29th March.

BEFORE MR. F. A. HAZELAND (SECOND POLICE MAGISTRATE).

REX V. PUNCHARD, LOWTHER AND CO.

After judgment was given in this case on Monday, Mr. Wilkinson, solicitor for the defendants, obtained permission to bring evidence to prove that the cargo boats used by the defendants were anchored in the Naval Yard Extension basin, "on the site," and were therefore a part of the plant the property of the Lords Commissioners of the Admiralty.

Mr. A. J. Williams, the defendants' representative at Hongkong, produced a plan of the site of the Naval Yard Extension for the purposes of the defendants' contract. The plan showed the whole Naval Yard Extension to be under water. The cargo boats were placed on this site in a position now dry land; that was, immediately after the cargo boats were purchased. Since then they were always brought to anchor there except when at work. The term "plant" included the whole machinery and tools. He had experience of similar contracts. The word "plant" included the whole of the appliances in similar contracts except consumable stores. There were three kinds of plant,—stationary, moveable and floating. If a steam engine carried material to the site that would be included in the word plant. Since he had been in the firm these boats had always been understood by him to be included in the plant. The Admiralty had always considered them to come within the word "plant." On one occasion they sent a boat, a dredger, to Messrs. Butterfield and Swire, but before doing so had to obtain the consent of the Admiralty.

Cross-examined by Mr. B. H. R. Taylor (the Assistant Harbour Master). These boats were used for carrying material from various places in the New Territory to the works. The firm arranged where the boats were to go and what they were to get. The Admiralty did not give any orders. The boats were under the complete control of the firm for the purposes of the contract.

By the Court—They had five large cargo boats, five small ones and four large lighters.

Mr. Taylor—I would like to point out that if these boats cannot be prosecuted, any junk man can lend a boat to someone else and no one would be liable to any penalty.

Mr. Wilkinson—The owner would be liable. His Worship—Yes, there is no question about that.

Mr. Wilkinson—Regarding Your Worship's decision that these boats do not come within the terms of clause 22 of the contract, by which all the plant immediately it is placed on the site becomes the property of the Admiralty. I would point out that by the evidence of Mr. Williams these boats form a part of the plant and were placed on the site. The site merely means the position. You would speak of the site of the battle of Trafalgar. The site in this contract could not possibly refer to land because, as is shown by the plan, the whole site was under water when the contract was entered into, so nothing could be placed on it except on or under water. A proper construction can only be derived at by finding out what was in the minds of the parties when the contract was made. It is abundantly clear that the object and intention of the clause in the contract was to enable the Admiralty, in the event of the firm being unable to carry out the work, to take advantage of everything being used so that these things might be used by the persons employed to take the place of the contractors. These boats have been regarded as part of the plant and the property of the Admiralty both by the contractors and the Admiralty themselves.

His Worship—In this case I am not able to alter my decision. The words placed on the site must mean not only over but attached to the ground. A similar fine to that I mentioned (\$5) is inflicted.

## MARINE MAGISTRATE'S COURT.

Saturday, 26th March.

BEFORE HON. CAPT. L. BARNES LAWRENCE, R.N. (MARINE MAGISTRATE).

Capt. Currie, of the s.s. *Queen Eleanor* charge eighteen of his crew with impeding the progress of the ship by refusing to proceed to Japan. The defendants, he said, had signed articles to proceed to anywhere between 75 deg. North and 60 deg. South. On arrival at Hongkong on the morning of the 24th, complainant was ordered to proceed to Sasebo, Japan, by Messrs. Dodwell and Company, the local agents. When the ship was ready to proceed to sea the defendants came aft and refused to proceed as there was contraband of war on board. Complainant tried to persuade the men they were in the wrong, but they refused to alter their decision.

The defendants said they did not know when they signed on that the ship was going to Japan.

His Worship reasoned with the men, pointing out that by refusal to comply with the terms of their agreement they rendered themselves liable to punishment. If there was any reasonable danger to be apprehended from proceeding to Japan he would be the first to recognise it, but there was no greater danger attached to the trip than ordinarily attended a seafaring life. The knowledge that coal was considered to be contraband of war did not apply in their case, as the coal was not intended for, or consigned to a belligerent power. It was for the port of Sasebo.

The men, still refusing to proceed in the ship, were ordered to be imprisoned for twelve weeks, and to be reshipped on board the *Queen Eleanor* should she return to port before the expiration of the sentence.

At the annual meeting of the Shanghai Ice, Cold Storage, and Refrigeration Co., Ltd., held on March 20th, the Chairman (Mr. Geddes) was able to congratulate the shareholders on the first really good year the company has seen. The report and accounts were adopted, and a dividend of six per cent. to shareholders on the registers on the 20th inst. declared; Messrs. C. E. Geddes, J. Grant Mackenzie, and J. Prentice were re-elected directors, and Mr. J. H. Osborne auditor.

## COMPANIES.

### HONGKONG HOTEL CO., LD.

The ordinary meeting of shareholders in the Hongkong Hotel Company, Limited was held on March 28th. Mr. W. H. Potts (chairman) presided, and there were also present Messrs. E. Osborne and W. Parfitt (directors), Mr. C. Mooney (secretary), Captain W. E. Clark, Captain F. D. Goddard, Messrs. E. J. Chapman, D. Clark, A. H. Skelton, J. A. Jupp, Ho Fook, Ho Kom Tong and Lo Cheung Shiu.

The CHAIRMAN—Gentlemen—The report and accounts having been in your hands for some days, I will, with your permission, take them as read. You will have noticed that the balance at credit of working account shows an increase of \$10,901.76 over the corresponding period of 1903, but the net balance of profit and loss is only \$1,718.98 in excess. This is accounted for by the smaller amount brought forward from the previous half year, viz., \$1,990, and increased interests on Debentures and Bank overdraft. It is gratifying to once more show an increase, the two previous half years having shown a large decrease; we are still, however, far behind the earnings of two years ago. During the greater part of the six months under review, the revenue from tourist and transient visitors showed little or no improvement, and we have had to depend mainly on monthly boarders at rates which, though they are supposed to be high, in reality would only yield about four per cent. on capital, if the Hotel had to depend entirely on them. Our new building, Hotel Mansions, is nearing completion, and we should like to dispose of the balance of the debentures to meet the cost of the same. Repairs and renewals have exceeded the amount appropriated at last meeting by \$874.77, and there is every prospect of a further increase, as over and above the ordinary outlay, the outside of the building will shortly need painting. We have reduced the Electric light plant by the \$20,000.00 set aside for that purpose in September, 1903, as we do not consider it a marketable asset. Before moving the adoption of the report and accounts I will be pleased to answer any questions which shareholders may ask.

There being no questions the CHAIRMAN moved, and Captain GODDARD seconded the adoption of the report and accounts. This was carried.

Mr. CHAPMAN proposed the re-election of Mr. Osborne as Director.

Captain CLARK seconded and the motion was carried.

Mr. D. CLARK proposed the re-election of Messrs. Jeffries and Lowe as auditors.

Mr. SKELTON seconded and the motion was carried.

The CHAIRMAN—Dividend warrants will be ready on application after to-morrow morning. That is all the business, gentlemen. Thank for your attendance.

Captain GODDARD. Before we leave I beg to move a vote of thanks to the directors, manager and staff of the hotel for the good work done, and the report on the business of the year. If it continues as good as during the past year or two the shareholders will not growl.

Mr. JUPP seconded.  
The CHAIRMAN—Thank you.

### GEO. FENWICK AND CO., LD.

#### EXTRAORDINARY GENERAL MEETING.

A second extraordinary general meeting of this Company was held at the Hongkong Hotel on the 31st March, for the purpose of confirming as a special resolution, the resolution passed at an extraordinary general meeting of the Company held on the 11th March last, and previously published in these columns. There were present:—Mr. A. Rodger (Chairman of Directors), Mr. W. Parlance (Director), Mr. W. G. Winterburn (General Manager and Secretary) and Messrs. G. de Champeaux, T. Arnold, J. I. Andrew, W. H. Purcell and J. K. McCorquodale.

The Secretary having read the notice convening the meeting and the resolution passed at last extraordinary general meeting.



the CHAIRMAN said:—Gentlemen—This meeting has been called to confirm the special resolution just read to you, and passed on the 11th of this month at a special extraordinary general meeting. With your permission I beg to propose that the resolution be now confirmed.

Mr. DE CHAMPEAUX seconded the proposition, which was carried unanimously.

The CHAIRMAN—Gentlemen, that is all the business. Thanks for your attendance.

### CAMPBELL, MOORE & CO., LTD.

#### ANNUAL MEETING.

The nineteenth ordinary annual meeting of shareholders in Campbell, Moore and Co., Ltd., Limited, was held at the Company's office, No. 29, Queen's Road Central, on the 31st March. Mr. J. W. Osborne (Chairman) presided, and there were also present Mr. M. A. A. Souza (Secretary), Messrs. A. O'D. Gourdin, Dangchee, V. P. Musso Peralta and Captain Clarke.

The CHAIRMAN—Gentlemen—The report and accounts have been in your hands for several days. With your permission we shall follow the usual course and take them as read. Nothing can be stated that would give shareholders more information than that contained in the accounts. The business here and at the branch establishment is prosperous, and I look forward to a successful year and hope that next year we shall give as good a return as we do now, or better. Before proposing the adoption of the report and accounts any questions shareholders, like to ask I shall be pleased to answer.

There were no questions. The adoption of the report and accounts was proposed by the CHAIRMAN, seconded by Mr. A. O'D. GOURDIN, and carried.

Captain CLARKE proposed the re-election of Mr. A. O'D. Gourdin as auditor. Mr. DANGCHEE seconded, and it was carried.

The Report of the Board of Directors to the nineteenth Ordinary Meeting of Shareholders to be held at the Company's Office, No. 29, Queen's Road Central, on Friday, 31st March, at 12 o'clock, noon, is as follows:—

Gentlemen,—The Directors have the pleasure to lay before you the accounts for the twelve months ending 31st December, 1904, showing a credit balance of \$8,171.74 which, with your approval, your Directors propose to deal with as follows:—

To pay a Dividend of 30 per cent	\$3,600.00
" pay Directors' Fees	600.00
" write off Fixture and Furniture accounts	289.15
To place to Reserve Fund account	2,500.00
" carry forward to next year's account	1,182.59
	<u>\$8,171.74</u>

Your Directors are glad to be in a position to state that the business of the Company has been steady during the past few months, and there is every probability of showing as good results for the present year.

The accounts have been audited by Mr. A. O'D. Gourdin, who offers himself for re-election.

J. W. OSBORNE,  
Chairman.

The accounts are as follows:—

#### BALANCE-SHEET.

From 1st January 1904 to 31st December, 1904.

ASSETS.		\$	c.
To stock—			
Value of stock on hand	14,046.79		
To accounts receivable—			
Due from customers	5,359.44		
To cash—			
Amount on hand	379.01		
To Chartered Bank—			
In current account	3,376.70		
To fixed deposit—			
With Chartered Bank of I. A. and China	8,500.00		
To fixtures and furnitures—			
As per last account	\$626.58		
Written off as per resolution passed			
31st March, 1904	126.58		
	<u>500.00</u>		
Less sale of electric fans	175.00		
	<u>325.00</u>		
Since added	461.15		
	<u>789.15</u>		
To insurance account—			
Unexpired premium paid in advance	14.67		
	<u>\$27,465.76</u>		

LIABILITIES.		\$	c.
By capital—			
1,200 shares paid up at \$10 each	12,000.00		
By accounts payable—			
Due to sundry creditors	1,867.72		
By reserve fund—			
As per last account	\$3,500.00		
Added as per resolution passed			
31st March, 1904	2,000.00		
	<u>5,500.00</u>		
By unclaimed dividends and bonus	126.30		
By balance at credit of profit and loss	8,171.74		
	<u>\$27,465.76</u>		

#### WORKING ACCOUNT.

		\$	c.
To charges	2,744.84		
To wages	10,075.66		
To reserve fund—			
As passed at meeting 31st March, 1904	2,000.00		
To dividend—			
30 per cent. passed at meeting 31st March, 1904	3,600.00		
To directors' fees	600.00		
To furnitures and fixtures	126.58		
To auditor's fees	300.00		
To rent	3,120.00		
To insurance	54.25		
To stationery	226.80		
To bad debts—			
1900	\$29.00		
1901	327.30		
1902	247.90		
1903	243.70		
	<u>847.90</u>		
To balance	8,171.74		
	<u>\$31,867.77</u>		

		\$	c.
By balance brought forward from last account	6,923.51		
By interest	176.70		
By sales and shop returns	\$33,507.76		
Less cost of stock	8,740.95		
	<u>24,766.81</u>		
By transfer fees	75		
	<u>\$31,867.77</u>		

#### RESERVE FUND.

		\$	c.
To balance 31st December, 1904	\$5,500.00		
By balance 31st December, 1903	8,500.00		
By added as per resolution passed 31st March, 1904	2,000.00		
	<u>\$5,500.00</u>		

### WATKINS, LIMITED.

The annual meeting of this Company was held at noon yesterday. Mr. G. A. Watkins presided and there were also present Messrs. Chan A. Fook (Secretary), Chow Han Wah, Wang Leung Him and Tsang Yut Kai.

The CHAIRMAN in proposing the adoption of the annual report said:—Gentlemen,—With your permission I propose to take the General Managers' report for last year as read, and proceed at once to make the few remarks I have in my mind. From the statements now before you, you will see that substantial amounts have been written off the two assets 'Aerated Water Plant' and 'Shop Fittings and Furniture' and trust that these appropriations meet with your concurrence.

The next item amongst the assets calling for notice is the building, which appears as only \$15,040 against last year's figure of \$22,720. The difference is accounted for by the reduction of the monthly instalments paid off during the year under review. The instalments, I may add, were treated as rent and debited to the Working account of 1904 out of the profits of the year. One more item, and we will finish with this side of the account, and that is the balance of \$2,000 (which has since been paid in full)—due from Messrs. J. C. Logan & Co. for the purchase of our launch, which was sold to them last December. Now for the liabilities:—The bills, loans and accounts payable all show a decrease as compared with last year, amounting together to over \$15,000. But, unfortunately, the bank overdraft amounted to nearly \$10,000 more. And it is due entirely to this fact that your General Managers find themselves compelled to carry forward all last year's profits, \$12,604.82, instead of paying the usual 10 per cent. dividend. Profit and loss account exhibits a credit balance of \$12,604.82 against \$11,042.22 of the previous year, an increase of \$1,562.60, a result which the General Managers trust the shareholders think satisfactory. I don't think there is anything else in the accounts calling for

any special attention, but I shall be pleased to give any further information which any of you gentlemen here may wish to ask. The receipts, or sales, during last year show an increase and this year, so far, may be considered as satisfactory.

Mr. CHOW HAN WAH seconded the proposition, which was carried.

The CHAIRMAN—That is all the business gentlemen, thank you for your attendance to-day. I hope that next time I shall have the pleasure of declaring a more substantial dividend, and be able to tell you that dividend warrants will be ready the following day.

The report said:—

#### PROFIT AND LOSS ACCOUNT.

After providing for all bad and doubtful debts, and including the \$1,042.22 carried forward from last year, the balance at credit of this account amounts to... \$16,604.82

From which has to be deducted the following sums written off as depreciation, viz:—

From plant and machines	\$2,000.00
From furniture and fixtures	2,000.00
	<u>4,000.00</u>

Leaving, available, the sum of... \$12,604.82 which sum the General Managers propose to carry forward to the current year's account.

#### EQUALIZATION OF DIVIDEND FUND.

The amount at credit of this fund remains as before, \$4,802.57.

#### AUDITOR.

The accounts have been audited by Mr. A. O'D. Gourdin.

Accounts are as follows:—

#### BALANCE-SHEET.

31st December, 1904.

LIABILITIES.		\$	c.
Capital 10,000 shares at \$10 fully paid up	100,000.00		
Equalization of dividend fund	4,802.57		
Unclaimed dividends	605.60		
Esso Chinese Bank	21,265.43		
Bills payable	20,518.92		
Loans payable	5,750.00		
Accounts payable:—Trade Bills	\$4,889.20		
Sundry creditors	3,261.80		
	<u>8,151.00</u>		
Building mortgage loan	15,040.00		
Profit and loss account	12,604.82		
	<u>\$188,738.34</u>		

ASSETS.		\$	c.
Aerated water plant, as per last report	\$7,000.00		
Less written off	2,000.00		
	<u>5,000.00</u>		
Shop fittings and furniture &c., as per last statement	\$15,377.18		
Since added	2,267.74		
	<u>17,644.92</u>		
Less written off	2,000.00		
	<u>15,644.92</u>		
Building	15,040.00		
Hongkong & Shanghai Banking Corporation	476.86		
Cash	811.62		
Licenses attaching to 1905	936.67		
Stock, &c., with Branches	14,176.82		
Stock on hand	90,444.11		
J. C. Logan & Co.—balance due for purchase of steam launch	2,000.00		
Accounts receivable:—			
Trade accounts	\$41,725.68		
Sundry debtors	2,481.66		
	<u>44,207.34</u>		
	<u>\$188,738.34</u>		

#### PROFIT AND LOSS ACCOUNT.

		\$	c.
To loss on sale of steam launch	300.00		
To amount written off for depreciation:—			
From Aerated water plant	\$2,000.00		
From shop fittings & furniture	2,000.00		
	<u>4,000.00</u>		
To balance	12,604.82		
	<u>\$16,904.82</u>		
		\$	c.
By balance forward from last year	\$11,042.22		
Less 10 per cent. dividend	10,000.00		
	<u>1,042.22</u>		
By net profits made in the year 1904,—less bad and doubtful debts written off	15,862.60		
	<u>\$16,904.82</u>		

At the end of the year 1904 the balance standing to the credit of the Chinese Recreation Ground was \$5,276.61, as against \$4,519.75 for 1905. Disbursements for the year totalled \$571.21, and receipts \$1,328.07.



## HONGKONG ROPE MANUFACTURING COMPANY, LIMITED.

The report of the Directors of this Company for presentation to the Shareholders at the twenty-first Ordinary General Meeting on Saturday, 8th April, is as follows:—

Annexed we have the pleasure to lay before shareholders the annual statement of accounts made up to the 31st December 1904.

The net profit including the balance brought forward from last year amounts to \$121,137.07, which it is proposed to appropriate as follows:—

To place to Reserve Fund ...	\$10,000.00
To pay a Dividend of 20 per cent 100,000.00	
To carry forward to next year's account ...	11,137.07

**CONSULTING COMMITTEE.**—Mr. J. H. Lewis having left the Colony, Mr. H. P. White was invited to take his place on the consulting committee, and Dr. J. W. Noble was also invited to join the committee. In accordance with articles of association, Messrs. A. J. Raymond, D. E. Brown, H. P. White and Dr. J. W. Noble retire, but offer themselves for re-election.

**AUDITORS.**—The accounts have been audited by Messrs. T. Arnold and W. H. Potts, who are recommended for re-election.

SHEWAN TOMES & Co.  
General Managers,

The accounts are as follows:—

### PROFIT AND LOSS ACCOUNT.

For the year ended 31st December, 1904.

Interest .....	\$ 0.
Exchange .....	4,087.64
Auditors' fees .....	128.77
Consulting committee fees .....	400.00
Depreciation for 1904 written off .....	4,000.00
Balance .....	15,151.14
	121,137.07
	\$144,904.62
Balance brought forward from 1903 .....	\$ 0.
Balance from working account .....	8,395.13
	136,509.49
	\$144,904.62

### BALANCE-SHEET.

LIABILITIES.		\$	c.
<b>Capital:—</b>			
10,000 shares at \$50 paid up .....	500,000.00		
Reserve fund .....	50,000.00		
Sundry creditors .....	6,808.84		
Due to General Managers .....	2,935.75		
Hongkong and Shanghai Banking Corporation .....	71,000.04		
Balance of profit and loss account .....	121,137.07		
	\$751,941.70		
<b>ASSETS.</b>		\$	c.
and, factory, machinery &c. as per last account .....	\$245,000.00		
Since expended .....	6,151.14		
	\$251,151.14		
Less depreciation .....	15,151.14		
	236,000.00		
Rope, hemp &c. in factory, valued at .....	267,257.91		
Rope on consignment, valued at .....	98,476.00		
Fire insurance premia, for 1905 .....	1,422.31		
Sundry debtors .....	96,950.25		
Cash in hand .....	2,435.23		
Investment of reserve fund:			
3,800 shares in the China Provident Loan and Mortgage Co., Ltd. at \$8 .....	\$ 30,400.00		
2,500 shares in the China Light and Power Co., Ltd. (New issue) at \$8 .....	20,000.00		
	50,400.00		
	\$751,941.70		

## CANTON NOTES.

[FROM THE "CHUNG NGOI SAN PO."]

### CANTON-HANKOW RAILWAY.

Though the gentry and merchants of the provinces of Canton, Hupeh and Hunan have contemplated and worked for several months for the purpose of regaining the rights and privilege of the Canton and Hankow railway, the work of which has now been practically suspended, no final settlement has yet been arrived at, the financial question being hardly mastered. A censor named Wong Cheong Lin has recently memorialized the Throne asking to take steps to settle the question without unnecessary delay. In response to the

memorial an Imperial decree has been issued ordering viceroy Chang Chih Tung to devise plans in conjunction with H. E. Sheng, the director general of the railways of China, to settle the question as soon as possible so as to regain the rights and privilege of the railway in question for the sake of the Chinese merchants who should be awarded adequate protection.

### INTERESTING.

Pui King-fook, the late Namhoi Magistrate and well known "squeezer," who absconded and took refuge in Macao after the arrival of the smart viceroy, and was afterwards handed back to the Canton Authorities by the Macao Government at the request of the viceroy, will be banished to Chinese Eastern Turkestan in a few days to work at hard labour. The viceroy was very anxious at first to take his head off, but as Pui is backed by many influential officers in Peking, his execution is refused by the Peking Government, so that His Excellency was obliged to ask his banishment to the place mentioned, which has been sanctioned by the Peking Government. The viceroy has already selected two officers to go with him to Chinese Eastern Turkestan, which is under the jurisdiction of a Tartar General, and the chief resort of convicted officials. Nearly all the convicted officials who are rich enough to pay bribes to the officials, and backed by influential friends, are treated as friends instead of convicts when they are sent there, and moreover they will be given appointments. The Tartar General will memorialise the throne in the course of one or two years, asking for their release, and to restore them their ranks and titles under the plea of good conduct. It is now said that Pui will be favourably accepted in Eastern Turkestan where he has many good friends, especially the Provincial Treasurer, for his extortion of money has already made him a millionaire.

### COTTON CULTIVATION SPREADING.

Some gentry in Hing-Ling district where there is a large extent of tableland are now working hard to encourage the natives to cultivate cotton, which is at present chiefly imported from foreign countries for the purpose of the development of the trade. Some of the gentry have been abroad and have thoroughly acquired the knowledge of cultivating cotton. They have brought back a large quantity of cotton seeds, which they are now distributing to the natives who are much pleased to try their fortune. The gentry have also given them printed slips containing the way of the cultivation of cotton.

### EDUCATION AT PAKHOI.

The French school at Pakhoi continues to meet with considerable success. At the recent prize distribution, we learn from a French contemporary, Mandarins of all ranks and the principal notabilities of the neighbourhood were present. The French Vice-Consul at Pakhoi, who distributed the prizes, said that during the five years the school had been opened, by the devotion and skill of the teachers, by the assiduity and willingness to work of the students, they had seen every year an increase in the number of students who were prepared to remain the number of years necessary to perfect themselves in the French language and European sciences. He emphasised the utility of the French language. Pakhoi he said, was situated near to Tonkin, and the relations with the French Colony were so frequent that the students would understand the interest which they had in speaking a language which would enable them to develop their relations with the French people, increasing their commerce and also qualifying themselves for honourable positions in their own country, Pakhoi or Canton, as well as in Indo-China. While impressing on the students the desirability of learning the French language thoroughly, he urged them at the same time not to neglect the study of the Chinese language, to write it as well as to speak it well, so that they would not seem strangers in their own country. The speech, the report says, was translated into Chinese and heartily applauded "especially by the mandarins."

## CANTON'S BUDDHIST TEMPLE.

Mr. J. Dyer Ball, in continuation of his Y.M.C.A. series of lectures on the religions of China, on March 26th spoke on Buddhism in China. Whereas last week he described Canton's Taoist Temple on this occasion he described Canton's Buddhist Temple:—

Turning from the narrow street into an unpretentious gateway, on either hand are two large images, guardians of the temple. A stone-paved path leads from this smaller shrine to a larger one where there are four gigantic figures enshrined, the four Deva Kings. This is an example of how Buddhism took over the gods of the old Hindoo religion. Each of these four Maharajas is a King over one of the four continents into which Buddhism divides the world. They have respectively green, red, white and dark faces. One holds a sword; another a guitar, the sound of which causes the whole world to listen and his enemies' camps to take fire; one an umbrella which when he raises, a violent thunder storm arises, and universal darkness sets in; and the fourth has a snake which is charmed to obey his will. The Devas or popular Hindoo gods are mortal and limited in power, and made inferior to a human being, Buddha.

As Buddhism took over much from the Hindoo mythology in the first instance, so in China it borrowed from Taoism, both with relation to heaven and hell, in order to attract the masses to its worship. King Yama is the Hindoo king of death, but the nine other judges of Hades are of Chinese origin.

Continuing through the temple, on each side of a quadrangle is a shrine, one to Wei-to, a Deva who protects the Buddhist religion. There is another to the God of War, who was a famous general in ancient China, and is now a Chinese state deity. This is an example of Buddhism borrowing a god from the land of its adoption. In the main hall there are images of the three Precious Buddhas:—Buddha, the personal teacher; Dharma, the law or body of the doctrine; and Sanga, the priesthood. In temples in South China, however, these gigantic images are sometimes looked on as the Past, Present and Future Buddha. They have altars before them on which are placed candlesticks, flowers, incense, burners etc. There is also a tablet on the central altar to the Emperor. Large lanterns hang from the roof, also red camlet banners on which in letters of velvet appears the sacred name of Amida Buddha. Down the sides of the grand shrine are arranged nine images, the most highly renowned of Buddha's disciples, those who came to China. Two of these are Chinese and sixteen Indians. Altars with all their paraphernalia stand in front of these, and they also receive worship. Twice a day a service is held in this hall by a score or so of monks, and the big drum and large bell are beaten while they chant sacred litanies in the languages of India, unintelligible to them. The monks while thus engaged march in procession about the shrine to the accompaniment of tinkling bells and the beating of wooden fish.

In another quadrangle is a marble pagoda where is preserved a relic of Buddha. Another quadrangle contains a shrine to the goddess of Mercy.

In the temple are the sacred books, complete collections of the scriptures of the Buddhists, presented at different times to monasteries by different emperors. These books are preserved in eight or ten large cases. The priests seldom make use of the libraries, being too illiterate for that.

Many buildings are scattered about on either side of the main structure. In one part is a pen containing enormous pigs, some being so fat that they can scarcely stand. They have been offered by devotees, and are preserved until they die a natural death in all the odour of sanctity, thus enabling those who have put them there, and the monks, to fulfil one of the doctrines of Buddhism, to preserve life. Fowls, ducks, geese and goats may also be seen thus enjoying a life of leisure.

Dormitories, in one of which mendicant and visiting monks are accommodated; guest rooms; the abbot's apartments; a refectory, where only vegetarian diet is served; and a kitchen, where enormous cooking pans are used, are also worthy of attention. In a large garden, attached to the temple, is a pond into



which live fish are cast by devotees, again for the purpose of life. In one corner of this garden is a crematory, where the remains of the monks are burned, and large tombs where the ashes are deposited. Amongst the idols in the temple are those of the founder, and former abbots. Some of the latter, however, have simply their names on a tablet, and a tablet in the refectory is to all the monks who have departed this life belonging to that temple. The full establishment of monks is a hundred but there are probably not more than about sixty in the monastery at present.

### HONGKONG RIFLE ASSOCIATION.

#### WOUND UP.

A meeting of the Hongkong Rifle Association was held at Volunteer Headquarters on March 30. Mr. A. Chapman presided and nine other members, including Mr. M. S. Northcote (the Honorary Secretary), were present.

The CHAIRMAN—It seems to me that the affairs of the Rifle Association have now reached that stage when it must be wound up. I do not see how we can carry on. The range will soon be entirely done away with. At present it is only up to six hundred yards, and that is on the road. Interest in the Rifle Association has flagged. The Volunteer Reserve Association has done much to "back up" shooting. It does not seem to have many good shots, but has done a great deal of good. It was thought that we might amalgamate with this, but this would be almost impossible because many members of the Hongkong Rifle Association are members of the Volunteer Corps, and thus would not be eligible to membership. And we should not do anything to draw men away from the ranks of the Volunteers.

After adopting the report and accounts it was decided to wind up the Association.

The CHAIRMAN prior to this said he was very sorry that such was necessary. The Hongkong Rifle Association had been a very useful institution in its time, but circumstances were against it.

Mr. NORTHCOTE said there would not be much of the balance in hand (\$364.68) left when all their liabilities were settled. It was decided to devote what was left to a trophy for the new Volunteer Rifle Association.

In reply to a member the Chairman said that the winding up of the Association would not affect Interport shooting. It was Colony against Colony, and one of the new Associations would no doubt see to that. He thought that good shots, non Volunteers, might be allowed to become honorary members, Britishers of course, of the Volunteer Rifle Association, or they could join the Volunteer Reserve.

Mr. M. S. Northcote was appointed to do the winding up.

In conclusion the CHAIRMAN said he was very sorry that it was their last meeting but he hoped the members would meet in other arenas. The meeting closed with a vote of thanks to Mr. Northcote, who had kept the Association alive for some years. But for his exertions it would have been wound up long ago.

Mr. NORTHCOTE said he hoped, as honorary secretary of the new Volunteer Rifle Association, he would do as much or more for them as before.

### SEIZURE OF COUNTERFEIT COIN

Inspector Collett on March 24th charged two Chinamen before Mr. J. H. Kemp (Police Magistrate) with unlawful possession of counterfeit coin. Police agents, while working up the case, purchased or secured on credit \$52 (face value) in counterfeit coin from one of the defendants. This man was then arrested, and gave information which led up to the arrest of a man from No. 241, Des Voeux Road Central, an emigrant boarding house. At this house was discovered \$62.60 in counterfeit Chinese money, \$52.40 in bad Hongkong five-cent pieces, a bad Straits dollar and a bad Hongkong dollar. The first defendant was sentenced to six months' hard labour. The second defendant was sentenced to six months' hard labour and six hours' stocks for unlawful possession of the bad Hongkong money, and a fine of \$939 for the bad Chinese money, or, in default, a further term of six months' imprisonment.

### CORRESPONDENCE.

#### A SARCASTIC CHINEE.

TO THE EDITOR OF THE "DAILY PRESS."

Hongkong, 30th March.

SIR,—As a Chinaman who has studied foreign science &c. may I address a few lines to your honourable paper to protest against the prejudices my contemptible countrymen have against the idea of Russian rule. As one of our sages says "Changes should if possible not be made: but, if they are unavoidable, then the least change should be the one accepted." On this principle, Russia is by far the least of the Foreign (literally "Devil") nations to rule in China. She is like our country in every respect. She is ruled by an autocrat, she freely uses force against the people, she is fairly proficient in lying, and above all knows how to temper the sternness of official rule by reasonable concessions to all who are able to pay for them. In military tactics—the point in which foreigners excel—she is precisely like ourselves. Inferior nations succeed by overthrowing their enemies. Russia, like China, succeeds by retreating before them. She is above the vulgar success of mere force and, as we Chinese have always done, finds her strength in her weakness as one of our Classics recommends. Of course there are some points at which she is inferior to us. (Every foreign nation is.) I hardly think that her secret societies quite come up to ours. Still the *Gua-i-lis* (Nihilists?) are fairly powerful, though of course inferior to our Triads and Boxers; but they would probably soon learn a few things from our Houais. So that on the whole, if Russia took China in hand we should not be unduly changed—and probably could go on much as before, but with no little extra strength from foreign appliances. Why then should we not welcome Russia? Her methods (*fatze*) are much the same as ours. Recently she posted inflammatory placards about Warsaw and managed to get the British Vice Consul there assaulted. This latter ought no doubt to have been done by some little boy in the mob, and not by the soldiers; and the Vice Consul should have been killed accidentally; but still she evidently knows the right way to go to work, and would soon improve in this country and manage things quite on the old lines.—Your obdt. servant.

TSUNG LI.

### CHINESE POLICEMEN.

TO THE EDITOR OF THE "DAILY PRESS."

SIR—I should very much like to know if there is a law that empowers the Chinese Police to show at any time his "colour" by freely using his hands and feet on men and women of his own nationality. If not, then how is it that nearly everyday Chinese Policemen are seen assaulting the natives often without any or very slight reason?

This morning such a case happened on one of the Yaumati Ferry Launches while alongside the wharf at Yaumati. A Chinese woman was standing near the wheel when a native policeman came along and without any reason or warning struck her on the head with his umbrella saying "Go and take a seat over there" (pointing to the stern of the launch). The woman turned back to see why she had been hit. The policeman in an absurd way asked what she was gazing at, and if she wanted to be taken to the Station. The woman said "take me if you like." The policeman called one of his comrades and told him to take the woman to the Station, which the man did.

Now one would like to know what has happened to the woman and what she was charged with.

This is only one instance, among many, of the impudence of the Chinese policeman.

Is there no way to prevent this overbearing manner of the Chinese policemen towards the Chinese people?

Thanking you for the insertion of this letter, and apologising for taking up so much space of your valuable paper.

Yours etc.

S.E.W.

### KOWLOON WANTS A CLUB.

TO THE EDITOR OF THE "DAILY PRESS."

Hongkong, March 31, 1905.

SIR:—In view of the increasing popularity of Kowloon for European residence, I am at a loss to understand why there has not yet been a club established therein for social and other purposes among the numerous Kowloonites. I hope some of your readers on the peninsula will take the matter up, and call for a meeting to give the subject a formal discussion.

I am, yours &c.

A WOULD-BE KOWLOONITE.

### VICTORIA GAO L.

The report of the Superintendent of Victoria Gaol and the branch prison (Belillios Reformatory) for 1904 is printed in the *Hongkong Government Gazette*. Here are extracts:—

The number of prisoners committed to prison under sentence from the Ordinary Courts was 7,305, besides 95 soldiers and sailors sentenced by Courts Martial. There were 64 prisoners admitted for debt, making a total of 7,464. There was thus an increase of 191 in 1904 on the total number for the previous year. The number of prisoners convicted from the New Territories was 80. The percentage of convicts to the estimated population was .067 as against .075 for the previous year. The number of prisoners admitted to prison for offences not of a criminal nature was 3,278, including 1,186 persons convicted under the Opium Ordinance. Seventeen deaths occurred during the year, and one birth.

There were no executions.

Fifty juveniles were admitted during the year, 34 of whom were sentenced to be detained 48 hours and to be whipped, the remainder were sentenced to various terms of imprisonment.

There were 798 punishments for breach of prison discipline during the year, as compared with 1,903 for the preceding year. There were three cases in which corporal punishment was awarded, two of which were (with the birch rod) sentenced by the Assistant Superintendent alone, and one with the cat-o-nine-tails by the same officer in conjunction with a Justice of the Peace.

The percentage of prisoners admitted to prison with previous convictions recorded against them to the total number of admission, was 12.26, as compared with 15.92 for the year 1903.

The following table shows the daily average number of prisoners undergoing imprisonment during the past ten years with the percentage to the estimated population of the Colony of Hongkong:—

Year.	Estimated population of Hongkong.	Daily average number of prisoners.	Percentage.
1895	248,498	472	.189
1896	239,419	514	.214
1897	248,710	462	.185
1898	254,400	511	.200
1899	259,312	432	.166
1900	262,878	486	.185
1901	300,660	499	.165
1902	311,824	576	.184
1903	325,631	653	.200
1904	361,206	726	.201

Owing to the overcrowded state of the Victoria Gaol it was again necessary, on account of the inadequate cell accommodation, to locate as many as three hundred prisoners in the corridors. The store rooms over the Hospital had also to be used as association wards during the greater part of the year. For 241 days during the year the daily population of the Victoria Gaol varied between 600 and 834 prisoners, and on 96 days of that period the numbers were over 700. The daily average of prisoners in the Branch Prison was 74 during the year under review.

The average cost per prisoner was \$104.77, compared with \$108.92 for 1903. The principal item towards reducing this cost was the prisoners' earnings amounting to \$33,507.79, the corresponding sum in 1903 having been \$31,488.61. The amount of \$33,507.79, was made up from the various industries and was the difference between the value of articles manufactured or work done (\$53,449.84) and the expenditure of



materials (\$19,942.05). The sum of \$53,449.84 comprised amounts of \$5,512.01 which has been or will be paid into the Bank and \$47,938.13 for work done for the gaol and government Departments which if it had not been carried out by the prisoners would have had to be paid for to contractors. All minor repairs to the prison have been carried out by prison labour.

### A MYSTERY SOLVED.

An elderly Chinaman, Pun Kat Sheung, a resident of Canton, who has been in the habit of visiting Hongkong once or twice yearly to collect money on shares, disappeared mysteriously on the 20th instant. He arrived at Hongkong early in the present month, and put up at a restaurant in Salt Fish Lane. He had with him deposit receipts for \$5,000 in a defunct Chinese bank, on which he hoped to realise. On the 20th March he transacted business in various quarters of the city and in the course of his transactions obtained an advance from one, Li Hin Cheung, the accountant of a shop in Hing Loong Street, on some of his deposit receipts. While at the latter place he was taken ill, and a chair was called to take him back to Salt Fish Lane, but on arrival there, being at death's door, the master of the restaurant refused to take him in. The coolies then carried the man back to Hing Loong Street where the accountant came out and spoke to Pun Kat Sheung two or three times, and receiving no answer ordered the coolies to take him to hospital. The coolies asked for \$15 to convey the man to hospital, and eventually agreed to do it for \$10. Near the Western Market the accountant became separated from the chair but went on to the hospital where he waited in vain for the coolies to turn up. He reported what had occurred to the police on the 22nd instant, giving the number of the chair. The coolies professed ignorance of the whole affair for some days, but subsequently said that on becoming separated from the accountant, became frightened that a trap had been laid for them, and that they would get into trouble if found in the possession of a \$10 bill and a dead body, so they decided upon dumping the dead man in a quiet spot. This was found on the hill side off Lyttelton Street, West Point, where the body was found under their directions. The papers and money on the body remained intact.

### JEWISH RECREATION CLUB.

A meeting of the Jewish community was held on the 28th March at Messrs E. D. Sassoon & Company's Office to pass the rules and regulations of a Jewish Recreation Club. Mr. C. S. Gubbay was in the chair. After some discussion the rules drawn up by a committee previously appointed were agreed to. It was decided that the Club should be opened next month. Mr. Simmon was elected Secretary, and Mr. I. S. Perry, Treasurer. The Trustees of the "Ohel Leah" Synagogue have granted the Club the use of the ground adjoining the Synagogue, subjected to the following conditions:—

1. Members of the Synagogue only are eligible to join the Club.
2. Ladies whose husbands, brothers, fathers and sons are not members of the "Synagogue" are eligible for membership of the Club by paying an annual subscription of \$3.00 to the Synagogue.
3. The members of the Club will be held responsible for the state and condition of the ground, and pay for its upkeep.
4. The Rules and Regulations of the Club must be submitted to the Committee of the Synagogue for approval.
5. The Ground must be entirely closed for games on Saturday, and at any time when Divine Service is being held.
6. No game but Tennis, Croquet and Bowls are allowed to be played on the Ground. Other games than these must first have the sanction and approbation of the Synagogue Committee.
7. The Trustees of the "Ohel Leah" Synagogue to be *ex officio* members of the Club and exempt from Ballot.

Thirty-five members have already signified their intention of joining the Club. Nearly \$1,000 has already been subscribed by the Jewish Community to meet the necessary expenditure.

### CHINESE AND JAPANESE PORCELAIN.

The following references to the art ceramics of China and Japan, extracted from a private letter published in the *Peking and Tientsin Times*, will interest collectors. They were written some years ago, by an expert, who was visiting Japan after twenty seven years of life in a Chinese community. "Most of the porcelain to be seen here is modern Satsuma. Ivory white; crackle under glaze; painted with several colours and with much gilding,—its most prominent features being its yellowish colour, like old ivory, and abundance of gilt ornament. The paste is not true porcelain, but faience, and has not the clear ring of good Chinese. This free use of gold in decoration—especially for flowers—is rarely seen on Chinese porcelain, and I for one do not like it. The Japanese artist appears to delight in crowding his ground with ornament. Spaces which the Chinese would leave blank to show the pure colour and fine texture of the paste and brilliancy of glaze, the Japanese fill in with elaborate, laboured designs chiefly of diaper pattern, wearisome to the eye, like the patterns on wall paper or oil-cloth. It looks as though this were done to hide inferior paste and glaze; but whatever the motive, this is a result. The work of other potteries, in quality of paste, design and colour, is contemptible in comparison with Chinese. This is my opinion of what I have seen here, but I reserve final judgment until I have seen better collections in Tokyo and discussed them with an expert. I do not wonder now at Brinkley's rapture when examining my collection years ago, and can understand why American buyers spend so much time and money in China. Judging from what I have seen, Japan has not equalled and has certainly not surpassed China from whom she learned this art. The drawing on modern Japanese porcelain particularly of trees, flowers and landscapes, is perhaps as a rule more artistic and graceful than the same work on Chinese porcelain, but I fear that the merit of Japanese work begins and ends here. We know that fine decoration is but one of the essentials of good porcelain, graceful form, pure paste, rich colour and brilliant glaze being equally important in the eyes of the old Chinese masters, and these combined merits are now understood and prized by collectors in the U.S."

Later, in a second letter, the writer said:—"As to porcelains, I've seen much that is good, but none to equal the best Chinese. The best Japanese wares that suit foreign taste are the most modern. The old wares, being nearly all made for actual use in the singular "Chano-yu" tea ceremony, to hold tea, water, or utensils, are thick, heavy, rough and sparsely decorated and are mostly of stoneware and pottery instead of porcelain; glazes often good, but leaving some part of the surface uncovered to show the paste, which was considered a merit however coarse the paste might be. They cannot approach the best Chinese single colours such as blue, celadon, sang de boeuf, turquoise blue, imperial yellow, peach bloom, apple green, &c., nor show anything like the large proportion the Chinese made of purely ornamental pieces, flower vases &c., nor have their vases such graceful forms as the Chinese. Such as they are, old Japanese porcelains are now rare, very difficult to obtain, and it is thought that the supply of old good pieces is nearly exhausted. This country has never had but a small fraction of the store to draw upon that China has, and it is safe to say that China will stand the foreign drain for a long time to come. Fine porcelain was made in China long before Japan learned the art from her, and has always been made in larger quantities for an immensely larger demand than could have existed in the smaller population of Japan. Japanese potters have devoted their best powers to imitate the Chinese blues, and have failed, and to my eyes they have also failed in every other field of their imitations; judged by a high Chinese standard they have nothing original of remarkable excellence. There is no jade in this country; the people have either never cared for it or never mastered the art of working in it. So this art is confined to China

alone, and this with the superiority and greater abundance of her porcelains are comforts for us."

### BIRTHS, MARRIAGES AND DEATHS AT HONGKONG.

#### MARRIAGES.

The number of marriages solemnized at Hongkong during 1904 was 131, as compared with 146 in 1903. Twenty-one marriages were contracted at the Registrar General's Office. Two certificates were issued under the Foreign Marriage Ordinance. The Church of the Holy Trinity at Kowloon and the Basel Mission Chapel at Shauiwan were licensed for the celebration of marriages. 335 permits to fire crackers were issued in the case of Chinese marriages.

#### BIRTHS.

The births registered at Hongkong during 1904 were as follows:—

	Males.	Females.	Total.
Chinese . . . .	621	321	942
Non-Chinese . .	119	144	263
	740	465	1,205

This is equal to a general birth-rate of 3.30 per 1,000, as compared with 3.17 in 1903. The birth-rate in the non-Chinese Community alone was 13.9 per 1,000, as compared with 15.2 in 1903. The nationalities of the non-Chinese parents were as follows:—British 106, Indian 37, Malay 8, Portuguese 78, Philipinos 14, German 13, American 3, French 2, and seven other nationalities one each. The number of Chinese births registered is not a full record of the births that have occurred in the Colony. The births of many of the infants that die during the first month or so of life certainly remain unregistered. The number of infants one month old and under that died in the various Convents or were found by the Police in the streets or in the harbour was 572—203 being males and 369 females. Probably none of these was registered.

#### DEATHS.

The number of deaths in the British and Foreign Community was 236, as compared with 309 in 1903. Of these, 74 were British, 70 Indian, 3 Malay, 40 Portuguese, 16 Japanese, 9 French, 7 German, 5 Philipinos, and less numbers of other nationalities. The number of deaths among the Chinese was 5,832, almost the same number—5,875—as in 1903. 495 Chinese and other Asiatics—no Europeans—died from plague.

#### POPULATION.

The following is an estimate of the population of the Colony, inclusive of New Kowloon, but exclusive of the rest of the New Territory, on the 30th June 1904:—British and Foreign Community, 181,900, Chinese, 342,306. The population of New Kowloon according to the census taken in 1901 was 17,243 and of the rest of the New Territory 85,011.

### TUNG WA HOSPITAL.

The Registrar General reports:—"I am glad to be able to report that by Ordinance No. 9 of 1904 the title of the Hospital to its investments in land has been established, and power has been specifically conferred upon the hospital to acquire land in future. This matter has been under consideration for some years, and the directors for 1904 deserve credit for putting it through."

The statement of accounts for their term of office, which expired in December, shows a more satisfactory state of affairs than has existed at any time during the last ten years. There is now every prospect of the hospital being clear of debt within the next three years. The rents from the hospital property have increased by \$4,000, subscriptions from guilds by \$1,600 (several new guilds being found in the list of subscribers) and those from individuals by \$1,900, whilst the subscriptions raised by the directors themselves show an increase of \$1,200.

The attention of the Directors was drawn by the Officer Administering the Government to reports of "squeezing" by the men entrusted with the duty of removing dead bodies to the hospital mortuary, and the directors have therefore engaged extra men to attend to this work.



instead of leaving it to outside undertakers. They have also settled a scale of charges for removing coffins to the neighbouring districts of China.

The Po Leung Kuk is indebted to the directors for arranging to house the inmates of the Po Leung Kuk for the three months that the buildings were vacated on account of the epidemic of beri-beri.

The Directors of the hospital and the Chinese community generally were taken by surprise to find, when the occasion arose for using the infectious diseases branch hospital at Kennedy Town, that small-pox cases could not be received. It was most unfortunate that such a misunderstanding existed, but a study of the correspondence which passed between the government and successive chairmen of the hospital, satisfied every one that there had been no breach of faith on the part of the government.

### HONGKONG'S REVENUE.

The Registrar General's report for 1904 is published in the current *Hongkong Government Gazette*. It states that the revenue collected during the year amounted to \$167,083.66, an increase of \$6,159 over the amount collected in 1903. The increase in the revenue from hawkers' licences is \$4,348. In October, 1903, the fee for a hawker's licence was doubled and is now \$4 a year paid half-yearly. The number of licences issued during the year was 12,768. The revenue from the lease of market premises shows an increase of \$4,619, distributed fairly evenly among all the markets with the exception of the Tai-kok-tsui market, where an increase in business is not to be looked for just yet, and the Des Voeux Road Market. The latter is not a complete success from a revenue point of view. At the end of 1903 there were 32 shops and stalls occupied out of 42; at the end of 1904 there were only 10. The revenue for the month of December fell from \$245 in 1903 to \$75 in 1904. The extension to the Wanchai market was ready for occupation on the 1st April. All the stalls with one exception are let, and the revenue for December was \$322, compared with \$219 for the same month of the previous year. The increased accommodation provided in the So-kon-po market is still considerably in excess of the needs of the neighbourhood, which is not a very populous one, whilst restaurant and eating-house keepers and those who have to feed a large number of employes, get their supplies from the Wanchai market despite the distance. Licences for the sale of food outside the markets are issued by the Sanitary Board and account for an increase of \$2,313.

The largest decrease is one of \$2,900 under the head of Certificates to Chinese entering Manila and America, but this is an item which is not under the control of the Department. The revenue from boat licenses has been almost stationary for three years. The revenue from marriages has fallen 37 per cent. The total expenditure during the year was \$31,339.71, compared with \$35,150.21 in 1903. The decrease is due to no salary being drawn in England during the year, and to the rise in exchange. There was also in 1903 an exceptional expenditure on salaries of temporary clerks.

### MINDANAO - HONGKONG STEAMERS.

The following appears in the *Manila Cablenews*:-

Zamboanga, March 18.—Mr. H. A. Hanse, marine agent of the China Navigation Company, has come and gone, but while here he arranged a schedule of passenger and freight rates from Hongkong, and vice versa, which are very much less than those given by Manila shipping firms.

On many items, the freight rate from Hongkong to this port is less than half, and on all articles is at least 25 per cent less than those from Manila. When it is considered that the prices paid for imports in Hongkong are very much below those in Manila, and that in addition to the saving in freights and commissions the duties paid are expended in this province, the new arrangement is most gratifying.

The passenger rate to Hongkong is \$30, gold, one way, and \$50, gold, round trip, first-class passage. The present rate from Zamboanga to Manila is \$40, gold.

In an interview with a *Herald* representative, Mr. Hanse said that his company was out for the business of the port, and that it could be depended upon that they would lend every assistance to the local merchants.

While here Mr. Hanse extended to every mercantile firm of this city one complimentary round-trip-first-class passage to Hongkong in order to enable those so desiring to make connections with wholesale firms in that city.

Captain H. Pfort, president and general manager of the South Philippines Steamship Company, has been appointed resident agent of the China Navigation Company at this port.

### MISCELLANEOUS.

The Government derives a revenue of \$3,408 a month from the Central Market and \$2,262 a month from the Western Market.

The number of postal hongs licensed at Hongkong during 1904 was 36, and of letter carriers 137, as against 42 and 99 respectively in 1903.

The appointment of Mr. H. E. R. Hunter as Manager of the Shanghai Branch of the Hongkong and Shanghai Bank is officially announced.

The week's plague return brings the total number of cases for the year up to 22, adding only one to the previous total. The one was a Chinese imported from Canton. Other communicable disease recorded was small pox, three Chinese cases, and one Indian, imported.

The visitors to the City Hall Library and Museum during the week ending the 26th March, 1905, were 280 non-Chinese, and 91 Chinese to the former, and 103 non-Chinese, and 1,873 Chinese to the latter institution.

There is a considerable importation of live partridges from the neighbouring districts of China into Hongkong, and under Ordinance 8 of 1904 live partridges cannot be offered for sale unless under special licence from the Captain Superintendent of Police.

Mr. F. A. Hazeland on March 25 held an inquest re the death of Tang Yuen, a prisoner in Victoria Gaol, who was under sentence for robbery with violence. The following jury was empanelled.—Messrs. J. L. Cotter (foreman), Solomon Curreen and Alexander Bryson. The verdict was death from natural causes.

Returns showing the employment of prisoners at Hongkong, and the value of their labour last year, appear in the *Government Gazette*. The total value of the output of 651 prisoners is given as \$12,362.84. The basis rates per day range from two to fifteen cents, according to the nature of the work done.

Messrs. Shewan Tomes & Co. inform us that they are in receipt of telegraphic information that the Directors of the Yangtse Insurance Association, Ltd, recommend at the general meeting of shareholders a dividend of 20 per cent and a special dividend of 5 per cent and to carry to reserve \$50,000.

On March 25th an insane Chinaman tried to commit suicide by hanging himself to a tree in Caine Road, but was prevented by the Police. On Mar. 26 the police dragged another Chinaman out of the harbour. The man jumped into the water himself, and subsequently, at the Police Station, said he wanted to die.

A Chinaman, who has had a very miraculous escape, was discharged from the Government Civil Hospital on 26 Mar. He is a blacksmith, who, on the 23rd instant, was working on a house in Des Voeux Road Central, fixing a tie-rod. The bamboo supporting him gave way, and he fell to the ground, fifty-four feet, breaking a wooden beam in his descent. His ribs were fractured.

The interpretation department at Hongkong consists of 66 posts divided into three classes. There are now eight student interpreters, two of whom are on the point of completing their full term of study. One Tang Tat-hung obtained a special prize for translation from Chinese to English at the annual examination in Queen's College. Four others will be qualified by the close of the year. Two student interpreters were appointed in 1904.

At Hongkong during 1904, 571 permits were issued for fire crackers, 17 to hold processions, 65 to perform theatricals and 35 to hold religious ceremonies. Owing to complaints from Europeans, the firing of crackers is now confined to premises occupied by Chinese.

The Tung Wa Hospital vaccinators visit the villages of Hongkong and Kowloon at interval during the cold season, and the number of children vaccinated compares favourably enough with the number of births registered. The visits of the vaccinators will be extended in future to Shamshuipo and Kowloon city. Vaccination of children under six months of age is not compulsory, nor is vaccination compulsory in any case between 1st May and 30th Sept.

Sir H. S. Berkeley, the Chief Justice, on March 23rd gave a "Law" dinner at his residence at the Peak. There were present H.E. the Governor, Mr. F. A. Hazeland, Mr. F. B. L. Bowley, Mr. H. G. Calthrop, Captain Lester, Mr. C. D. Melbourne, Mr. C. D. Wilkinson, Mr. A. Seth, Mr. H. E. Pollock, K.C., Mr. V. H. Deacon, Mr. C. Ewana, Hon. Mr. E. H. Sharp, K.C., Mr. M. J. D. Stephens, Mr. T. Sercombe Smith, Mr. H. Gedge and Hon. Dr. Ho Kai.

The *Singapore Free Press* says that in consequence of complaints received from the authorities at Calcutta, Rangoon, Colombo, Bombay, and Hongkong, regarding seamen (not being natives of the country) being sent to these ports, masters, owners and agents are warned that seamen should not be sent to the above ports; and that vessels from which such seamen are discharged are liable for all expenses incurred in their behalf, including any expense which might be incurred in returning them to the port at which they were discharged.

The Market Charitable Fund which originated in 1891 out of a sum of \$1,600 which fell to the disposal of the Registrar General, is now closed, and the small balance of \$1.28 which stood to its credit at the close of the year, has been transferred to the Passage Money Fund. Arrangements are being made for the continued payment of their pensions to five persons dependent on it. The Passage Money Fund is used as far as possible exclusively for the benefit of women and children. The balance to the credit of the fund is now \$3,831.91.

An extraordinary general meeting of Peak Club members was held on the 22nd March to consider a request from the Honorary Secretary of the Peak School for the use of a part of the Club premises during summer months from eight a.m. to noon. After a lengthy discussion one of the members asked if such a contingency was provided for by the memorandum of association. By reference, it was found that by the articles of association the Club premises could not be used for other purposes than the Club. The land on which the Club stands belongs to Messrs. Butterfield and Swire and Jardine, Matheson and Company, who formerly agreed not to build on it. The firms subsequently let the Peak Club have the site conditionally at a nominal rental, one condition being that mentioned.

On March 19th, reports the *Singapore Free Press*, a European seated in the verandah of his house was attracted by the curious action of a ricksha coolie. The coolie appeared to be very kind heartedly feeding a number of fowls, but on the gentleman watching him a little longer he saw him suddenly grab a fowl and stuff it into the box under the seat of his ricksha. Not satisfied with one fowl the coolie set to work again to coax all the stray poultry in the vicinity within reach by scattering rice on the roadside, and he was soon rewarded with another capture which he stowed in his nether garments. The European then went up to the coolie and said he wanted to engage his vehicle, but the coolie emphatically declared he was engaged. Despite his protestations he was made to pull the gentleman as far as the nearest policeman, a plump bantam escaping from his trousers on the way, and running across the road in great excitement. He was given in custody and on the box of his ricksha being examined a fine fat hen was found in it. The coolie was charged next morning and in his defence said the fowl flew into the ricksha and hid itself. The Magistrate fined him \$5, or a week's hard labour.



## COMMERCIAL.

## SILK.

Messrs. A. R. Burkill & Sons' Silk Circular, dated Shanghai, 18th March, 1905, states:—The home markets are quiet. Gold Killing is quoted in London at 11-9 and in Lyons at Fcs. 32.25. Raw Silk.—A further decline in Tael prices combined with a fall in exchange has only induced a small business showing a want of confidence on the part of buyers in present sterling costs. Yellow Silk.—A few sales of Mienyang are the only transactions recorded. Hand Filatures.—Are neglected. Steam Filatures.—A small business has been done in fine sizes for the Continent. Tussah Filatures.—Have been in fair demand both for the Continent and America. Waste Silk.—A little more business has been doing. We report following transactions, 250 piculs Long Shantung B at Tls. 25 (Whole Bales), 100 piculs Filature Long Waste at Tls. 116, 100 piculs Tussah Waste 60.40 at Tls. 23½, 200 piculs Filature Tussah Waste 60.60 at Tls. 24½.

## SUGAR.

HONGKONG, 31st March.—The position of the market is the same as when last reported.

Shakloong, No. 1, White.....	\$9.15 to \$9.20	per c.
Do. " 2, White.....	7.95 to 8.00	"
Do. " 1, Brown.....	6.80 to 6.85	"
Do. " 2, Brown.....	6.55 to 6.00	"
Swatow, No. 1, White.....	8.60 to 8.65	"
Do. " 2, White.....	7.60 to 7.75	"
Do. " 1, Brown.....	6.60 to 6.65	"
Do. " 2, Brown.....	6.50 to 6.55	"
Foochow Sugar Candy.....	13.20 to 13.25	"
Shakloong ".....	12.40 to 12.45	"

## RICE.

HONGKONG, 31st March.—The upward tendency continues, holders being firm.

Saigon, Ordinary.....	\$2.10 to \$2.15	
" Round, good quality.....	8.75 to 8.80	
" Long.....	8.85 to 8.90	
Siam, Field mill cleaned, No. 2.....	2.65 to 2.70	
" Garden, " No. 1.....	2.95 to 3.00	
" White.....	4.00 to 4.05	
" Fine Cargo.....	4.25 to 4.35	

## OPIUM.

Quotations are:— Allow'ce net. to 1 1st April.			
			catty.
Malwa New.....	\$1120	to	per picul.
Malwa Old.....	\$1160	to	do.
Malwa Older.....	\$1250	to	do.
Malwa V. Old.....	\$1330	to	do.
Persian fine quality.....	\$900	to	do.
Persian extra fine.....	\$930	to	do.
Patna New.....	\$1120	to	per chest.
Patna Old.....	\$—	to	do.
Benares New.....	\$1080	to	do.
Benares Old.....	\$—	to	do.

## PIECE GOODS.

Messrs. Noel, Murray & Co., in their Report on the Shanghai Piece Goods Trade, dated Shanghai 23rd March, 1905, states:—Once more there is a lull in the receipt of news of the movements of the Japanese Army, which, judging by previous experience, would seem to indicate that further important developments may soon be expected. It is more than probable the after-knowledge they have gained from former successes, that if only the advance had been continued complete victory would have followed, will stand them in good stead now, and, with their communications clear and safe, it should not be impracticable for them to complete the rout and gain the entire possession of Manchuria, which achievement should soon put an end to the War. It would seem that we have now entered upon a spell of extreme quietness, compared to the activity recently displayed, but at the same time clearances are likely to be accelerated very considerably. The improvement in the weather during the last few days has made a vast difference in this respect, and judging by the complaints of late delivery the goods are badly wanted; in fact there is an exceptionally good outlook all round. As regards Tientsin there are signs that the trade there is reverting to the old time system of selling on credit, that is the buyer is allowed to take delivery of the goods, but can defer payment for two months, and if half the amount due is then paid the remainder of the purchase money can be left on loan at 7 or 8% interest, while the buyer is making use of it for other purposes. It is certainly not a sound way of doing business, but the facilities it affords the buyers will surely make it popular with them and induce a considerable increase in direct importations, especially if through freights are appreciably less than the high coast tariff now in vogue on shipments from this. We understand there are occasional opportunities of securing

goods through freight by steamers carrying Railway material, etc., and the chances are this will be availed of for shipping supplies before the goods ordered by Firms here can be placed on the market. The possibilities of this are already causing some of the dealers to ponder over the future of the trade. The home markets are very strong. Prices are up in Manchester and very distant delivery is still wanted, but the tendency here seems to be to hold off, and any business that is going through appears to be of the "sorting up" description, the individual transactions being small compared to what has been done lately, though probably amounting to a fair size in the aggregate. Cotton in Liverpool is now quoted 4.34d. for Mid-American and 6½d. for Egyptian. In New York the business for this market has been confined to the purchase of 2½" bales 2.35 yard Drills and Sheetings at 1½d. and a small parcel of lighter Sheetings. No Cotton quotations have come to hand since our last. The Yarn market is rather more active at fairly steady prices, a moderate quantity of Indian No 10s. being in the book for the North Cotton is steady to firm.

## MISCELLANEOUS EXPORTS.

HANKOW, March 22nd, 1905:—The prices quoted are for the net shipping weight excluding cost of packing for export:—		Per picul.
Cowhides, Best Selected.....	Tls. 36.00	
Do. Seconds.....	82.00	
Buffalo hides, Best Selected.....	18.50	
Goatskins, Untanned, chiefly white color.....	55.00	
Buffalo Horns, average 3-lbs. each.....	8.50	
White China Grass, Wuchang and/or Poochi.....	12.00	
White China Grass, Sinshan and/or Chayu.....	10.50	
Green China Grass, Szechuen.....	—	
Jute.....	—	
White Vegetable Tallow, Kinchow.....	9.80	
White Vegetable Tallow, Pingchow and/or Macheng.....	9.50	
White Vegetable Tallow, Mongyu.....	8.00	
Green Vegetable Tallow, Kiyu.....	12.50	
Animal Tallow.....	10.00	
Gallnuts, Usual shape.....	17.70	
Do. Plum do.....	18.70	
Tobacco, Tingchow..... (nominal) Tls.	—	
Do. Wongkong..... ( " )	—	
Black Bristles..... (nom.)	—	
Feathers, Grey and/or White Duck.....	21.00	
Do. " " Wild Duck.....	25.00	
Turmeric.....	8.00	
Sesamum Seed.....	4.30	
Sesamum Seed Oil.....	7.90	
Vegetable Tallow Seed Oil.....	8.00	
Wood Oil.....	8.30	
Tea Oil.....	9.00	

Per steamer *Oceanien*, sailed on 21st March. For Marseilles:—492 bales raw silk, 200 bales waste silk, 4 packages silk piece goods, 100 cases cassia, 63 bales Tsinglee cassia, 20 packages human hair, 57 cases ylang ylang oil, 9 cases hats, 4 packages matting, 2 packages sundries. For Lyons:—205 bales raw silk.

Per P. & O. steamer *Matta*, sailed on 25th March. For London:—5 cases private effects, 20 cases opium, 2 packages silk private goods, 105 bales raw silk, 8 packages blackwoodware, 28 cases chinaware, 660 rolls matting, 3 cases hats, 2 cases photos and frames, 100 bales bamboo splits, 1 bale pierced cocoons. For Lyons:—185 bales raw silk. For Marseilles:—200 bales waste silk, 414 bales raw silk.

Per P. & O. steamer *Malacca*, sailed on 29th March. For Glasgow:—9 cases chinaware, 3 cases private effects, 1 case ginger. For London:—6 cases private effects, 1 empty iron drum, 13 bales feathers, 2 cases cigars, 3000 bales hemp, 112 bales canes, 10 cases soy. For Marseilles:—100 bales waste silk. For Manchester:—110 bales waste silk. For London or Goole:—100 bales waste silk. For London:—2 cases woodware, 58 cases chinaware, 145 rolls mats, 3 cases human hair, 2 cases sundries, 100 cases ginger. For Marseilles:—14 cases human hair.

## EXCHANGE.

MONDAY, 3rd March.

ON LONDON.—	
Telegraphic Transfer.....	1/10
Bank Bills, on demand.....	1/11½
Bank Bills, at 30 days' sight.....	1/10½
Bank Bills, at 4 months' sight.....	1/10½
Credits, at 4 months' sight.....	1/10½
Documentary Bills, 4 months' sight.....	1/10½
ON PARIS.—Bank Bills, on demand.....	231
Credits 4 months' sight.....	234½
ON GERMANY.—On demand.....	188

ON NEW YORK.—Bank Bills, on demand.....	44½
Credits, 60 days' sight.....	45½
ON BOMBAY.—Telegraphic Transfer.....	137
Bank, on demand.....	137½
ON CALCUTTA.—Telegraphic Transfer.....	137
Bank, on demand.....	137½
ON HANGHAI.—Bank, at sight.....	72
Private, 30 days' sight.....	72½
ON YOKOHAMA.—On demand.....	90
ON MANILA.—On demand.....	89½
ON SINGAPORE.—On demand.....	7 p.m.
ON BATAVIA.—On demand.....	110½
ON HAIPHONG.—On demand.....	1½ p.m.
ON SAIGON.—On demand.....	1 p.m.
ON BANGKOK.—On demand.....	61½
SEVEREIGNS, Bank's Buying Rate.....	\$10.80
GOLD LEAF, 100 fine, per tael.....	\$56.10
BAR SILVER, per oz.....	25½

## SHARE REPORTS.

HONGKONG, 31st March, 1905.—Our market continues to rule firm, and a fair volume of business, to some extent for account of the March settlement put through to-day, has been transacted during the past week. At the close a good enquiry exists, and favourite stocks have an advancing tendency.

BANKS.—Hongkong and Shanghai are again in request, and the rate has advanced to \$760 buyers. London has improved to £78. Nationals are unchanged with buyers at \$36.

MARINE INSURANCES.—Unions are reported to have been fixed at \$700, but at this more shares are to be obtained. China Traders have declined to \$58, sellers. North Chinas, Yangtszes, and Cantons are unchanged.

FIRE INSURANCES.—Hongkongs have sold, and are on offer at \$310. Chinas have been booked, and more shares are procurable at \$86.

SHIPPING.—Hongkong, Canton and Macao are still in the market at \$26½, after sales at \$26 and \$26½. Indo-Chinas after declining to \$121 under settlement influences have recovered, and are now in request at that figure. Shanghai quotes Tls. 89 buyers, an advance of Tls. 2 on the lowest point touched during the interval, and London remains at £11.15s. 0d. China and Manilas have sold at \$20½ and \$20, and are now on offer at \$21. Douglases continue in request at \$34. Shell Transports have been booked at 21/-, and close steady. Star Ferries are quoted \$37½ and \$29 for the old and new issues respectively, but at these quotations there is a prospect of finding purchasers.

REFINERIES.—China Sugars have sold at declining rates from \$225 to \$221 ex dividend, mostly for settlement account, but at the close there is a firmer tone, and shares can be placed at \$223. Luzons have been fixed at \$26½ and \$27, closing with sellers at the higher rate.

MINING.—Rauhs have been booked at \$3.90 and \$4, and more shares are obtainable at the latter rate. Charbonnages are unchanged.

DOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks are easier with sales and sellers at \$205. Hongkong and Kowloon Wharves are steady with some sellers at \$107½. New Amoy Docks continue on offer at \$27. Farnham, Hoyds have improved, and after sales up to Tls. 149 cash, are now quoted Tls. 150. For July delivery a sale is reported at Tls. 158. Shanghai and Hongkew Wharves have considerably appreciated, and sales are reported from the North at Tls. 165 ex the final dividend of 1½s. 6 on the old, and Tls. 3, on the new shares for 1904 working, paid in Shanghai yesterday.

LANDS, HOTELS, AND BUILDINGS.—Hongkong Lands are firmer with buyers at \$128. West Points are easier with sellers at \$55. Hongkong Hotels are steady at \$140 ex the dividend of \$5 per share for the half year ending 31st December, 1904, paid on the 29th instant. Humphr. y's Estates have been booked at \$12, and continue in request. Shanghai Lands are unchanged at Tls. 1-4 sellers.

COTTON MILLS.—Hongkongs have sold, and continue in request at \$16. Ewos are quoted in the North at Tls. 32, and Internationals Tls. 28. Laou-Kung-Mows and Soychees are unchanged.

MISCELLANEOUS.—China Borneos have been booked at \$14 and \$14½, and close steady. Dairy Farms have improved to \$13 buyers. Green Island Cements are firm at \$26½ (old) and \$16½ (new) with probable buyers. Electrics continue in demand, and are now enquired for at \$16½ and \$10 for the old and new issues respectively.



Watkins have declined to \$8, sellers. Watsons can be placed at \$12½ (old), and \$12½ (new).

MEMOS:—Wm. Powell, Ltd., interim dividend of 50 cents per share on account of 1904-1905 is payable at the Hongkong and Shanghai Banking Corporation on and after the 10th April, 1905, transfer books will be closed from the 5th to the 10th April inclusive. China Borneo Co., Ltd., ordinary yearly meeting on the 15th April, 1905, transfer books closed from the 1st to the 15th April inclusive. Hongkong Rope Manufacturing Co., Ltd., ordinary yearly meeting on the 8th April, 1905, transfer books closed from the 5th to the 8th April inclusive.

Closing quotations are as follows:

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	\$200	\$100.
Banks—		
Hongkong & Shanghai	\$125	\$760, buyers
National B. of China	\$27	\$36, buyers
Bell's Asbestos E. A.	12s. 6d.	\$5½.
China-Borneo Co.	\$12	\$14½.
China Light & P. Co.	\$10	\$9.
China Provident	\$10	\$8½, sellers
Cotton Mills—		
Ewo	Tls. 50	Tls. 32, buyers
Hongkong	\$10	\$16, buyers
International	Tls. 75	Tls. 28.
Laou Kung Mow	Tls. 100	Tls. 30.
Soychee	Tls. 500	Tls. 150, sellers
Dairy Farm	\$6	\$13, buyers
Docks & Wharves—		
Farnham, B. & Co.	Tls. 100	Tls. 150.
H. & K. Wharf & G.	\$50	\$107½.
H. & W. Dock	\$50	\$205, sales & sel.
New Amoy Dock	\$6½	\$27, sellers
Shanghai & H. Wharf	Tls. 100	Tls. 185, ex div.
Fenwick & Co., Geo.	\$25	\$36, sellers
G. Island Cement	\$10	\$28½.
	\$5	\$18½.
Hongkong & C. Gas	\$10	\$160, buyers
Hongkong Electric	\$10	\$18½, buyers
Do New	\$5	\$10, buyers
H. H. L. Tramways	\$100	\$210, buyers
Hongkong Hotel Co.	\$50	\$140, ex div.
Hongkong Ice Co.	\$25	\$242, sellers
Hongkong Rope Co.	\$50	\$155.
H'kong S. Waterboat	\$10	\$18½, sales
Insurance—		
Canton	\$50	\$285.
China Fire	\$20	\$86, sellers
China Traders	\$25	\$58, sellers
Hongkong Fire	\$50	\$310, sellers
North China	\$25	Tls. 95, sellers
Union	\$100	\$700, sales & sel.
Yangtze	\$60	\$160.
Land and Buildings—		
H'kong Land Invest.	\$100	\$128, buyers
Humphreys' Estate	\$10	\$12, buyers
Do New	\$10	
Kowloon Land & B.	\$30	\$39, buyers
Shanghai Land	Tls. 50	Tls. 114, sellers
West Point Building	\$50	\$55, sellers
Mining—		
Charbonnages	Fcs. 250	\$490.
Raubs	18/10	\$4, sales & sellers
Philippine Co.	\$10	\$9½, sellers
Refineries—		
China Sugar	\$100	\$223, buyers
Luzon Sugar	\$100	\$27, sellers
Steamship Companies		
China and Manila	\$25	\$21, ex div., sel.
Douglas Steamship	\$50	\$34, buyers
H., Canton & M.	\$15	\$28½, sellers
Indo-China S.N. Co.	\$10	\$121, buyers
Shell Transport Co.	\$1	21s. sales
Do Preference	\$10	\$28. 10s.
Star Ferry	\$10	\$37½.
Do New	\$5	\$29.
Shanghai & H. Dyeing	\$5½	\$50.
South China M. Post.	\$25	\$23, sales
Steam Laundry Co.	\$5	\$7, buyers
Do New	\$3	\$4½, buyers
Stores & Dispensaries.		
Campbell, M. & Co.	\$10	\$36, ex div.
Powell & Co., Wm.	\$10	\$12½, sellers
Watkins	\$10	\$8, sellers
Watson & Co., A. S.	\$10	\$12½, buyers
United Asbestos	\$4	\$9½.
Do Founders	\$10	\$180.

VERNON & SMYTH, Brokers

Messrs. J. P. Bisset and Co.'s Share Report for the week ending March 23rd, 1905, states:—Business during the week has been rather limited. The most prominent feature in the market has been the demand for Cotton shares and also the rise in Wharves. The T.T. rates on London today is 2/7½. Banks.—No business reported in this stock. Marine and Fire Insurance.—No business reported. Shipping.—Indo-Chinas have remained fairly steady during the week with sales for cash and delivery for this month at Tls. 88 and 90; for April Tls. 91 and July Tls. 92 and 92½. At the close the market is easier with sellers for March at Tls. 89, and July Tls. 92. Docks and Wharves.—S. C. Farnham, Boyds.—A limited business only is reported in these. Small sales for cash at Tls. 144, 145 and 146, and for this month's delivery; sales for July at Tls. 151. At close the market is strong with buyers for cash at Tls. 146; July Tls. 152. Shanghai and Hongkew Wharf Co.—The market opened at the beginning of the week with sales for March and April at Tls. 182½ and 180 for June and July. The market weakened slightly on the 18th and shares were placed at Tls. 180 March and Tls. 180 July; later sales were effected at Tls. 195 and cash shares were placed at Tls. 190. New shares ex. old were placed at Tls. 149, and old ex. new at Tls. 154. Yangtze Wharf and Godown Co. were placed at Tls. 200. Sugars.—Perak Sugars have been placed at Tls. 55 and are wanted. Mining.—Weihaiwei Golds have found buyers at \$6 and \$7. Lands.—Shanghai Lands have been placed at Tls. 115 and are offering at this rate. Industrial.—Ewos have been placed at Tls. 30; Tls. 32 and 35 for April; Tls. 32½ for March and April. International C. M. Co. found buyers at Tls. 28 and are in demand. All cotton stocks have been enquired for. Pulps have been placed at Tls. 145 and are wanted. Anglo-German Brewery reported at \$115. Langkats.—The market for these has been fairly steady during the week; sales reported for March at Tls. 254½; April Tls. 255; June Tls. 257½ and 260, July Tls. 260. Yesterday the market weakened at Tls. 246½ and 247½ for March with sales for July at Tls. 261½ and 262½. At the close the market is firmer, March shares at Tls. 250 and a number of enquiries for forward purchases. Sumatras have been placed ex. dividend at Tls. 66 and 67 for cash. Stores and Hotels.—Weeks have been placed at \$19 and \$20. Mondon at Tls. 20 and 25; Moutrie at \$55 and Hall & Holtz at \$24 and 25. Miscellaneous.—Telephones still at Tls. 68. Loans and Debentures.—Astor House 3 per cent. at Tls. 102½. Shanghai Lands 6 per cent. at Tls. 96. Shanghai Gas 6 per cent. at Tls. 96. Municipal 6 per cent. at par. A sale of E. loans at par.

#### FREIGHTS.

From Hankow per Conference Steamers.—To London and Northern Continental ports (via Shanghai):—46/- plus river freight. To Genoa, Marseilles or Havre (via Shanghai):—Tea and General Cargo 41/6 plus river freight. To New York (Overland):—Tea G. \$1½ cents per lb. gross plus river freight. To New York (via Suez):—Tea and General Cargo 35/- per ton. To Shanghai:—Tea and General Cargo Taels 1.80 per ton weight or measurement.

#### SHIPPING

##### ARRIVALS AND DEPARTURES SINCE LAST MAIL.

March—

ARRIVALS.

24, Amara, British str., from Java.

24, Haitan, British str., from Coast Ports.

24, Hohnstein, German str., from Moji.

24, Hongkong, French str., from Haiphong.

24, Maria Rickmers, German str., from Moji.

24, Mandal, Norwegian str., from Manila.

24, Poschan, German str., from Moji.

24, Queen Eleanor, British str., from Cardiff.

24, Sagami, British str., from Manila.

24, Simla, British str., from Bombay.

24, Taming, British str., from Manila.

24, Teenkai, British str., from London.

24, Themis, Norwegian str., from Moji.

24, Tsintan, German str., from Bangkok.

25, Anghin, German str., from Bangkok.

25, Chowfa, German str., from Bangkok.

25, Coptic, British str., from San Francisco.

25, Kish, British str., from Moji.

25, Triumph, German str., from Coast Ports.

26, Chowtai, German str., from Bangkok.

27, Foyle, British str., from Penarth.

26, Germania, German str., from Sydney.

26, Hailan, French str., from Pakhoi.

26, Haimun, British str., from Swatow.

26, Kwongsang, British str., from Shanghai.

26, Pelens, British str., from Shanghai.

26, Resolut, Norwegian str., from Barry.

26, Scandia, German str., from Tsingtau.

27, Achilles, British str., from Shanghai.

27, Adamastor, Portuguese str., from Macao.

27, Agamemnon, British str., from Liverpool.

27, Apperade, German str., from Haiphong.

27, Ardova, British str., from Moji.

27, Atholl, British str., from London.

27, Costante, Italian str., from Manila.

27, Gregory Apcar, British str., from Calcutta.

27, Loksang, British str., from Wuu.

27, M. Bacquehem, Aust. str., from Kobe.

27, Mount Blanc, Norw. str., from Stettin.

27, Yuensang, British str., from Manila.

28, Ascot, British str., from Chinwantau.

28, Bengloe, British str., from Yokohama.

28, Devawongse, German str., from Bangkok.

28, Haiching, British str., from Coast Ports.

28, Hanoi, French str., from Hongay.

28, Hue, French str., from Haiphong.

28, Johanne, German str., from Bangkok.

28, Kvanven, Norwegian str., from P. Said.

28, Loongmoon, German str., from Shanghai.

28, Malacca, British str., from Japan.

28, Pleiades, American str., from Manila.

28, P. E. Friedrich, Ger. str., from Bremen.

28, P. R. Luitpold, Ger. str., from Yokohama.

28, Taiwan, British str., from Shanghai.

28, Zafiro, British str., from Manila.

29, B. Bjornson, Norw. str., from Tamsui.

29, Hongwan I, British str., from Straits.

29, Indra, British str., from Barry.

29, Macquarie, British str., from Saigon.

29, Merionethshire, British str., from Japan.

29, Pera, British str., from London.

29, Taiyuan, British str., from Australia.

30, Anchenarden, British str., from K'notsu.

30, C. Diederichsen, Ger. str., from Haiphong.

30, Haimun, British str., from Swatow.

30, Kowloon, German str., from Chinkiang.

30, Tetartos, German str., from Saigon.

31, Andromeda, British str., from Mirs Bay.

31, Centurion, British b'ship, from Mirs Bay.

31, Chihli, British str., from Tientsin.

31, Glory, British battleship, from Mirs Bay.

31, Helene, German str., from Tourane.

31, Ocean, British battleship, from Mirs Bay.

31, Purnea, British str., from Singapore.

31, Samsen, German str., from Bangkok.

31, Sutlej, British cruiser, from Mirs Bay.

31, Szechuen, British str., from Iloilo.

31, Tean, British str., from Manila.

#### April—

1, Clara Jebson, German str., from Foochow.

1, Dr. H. J. Kaiser, Nor. str., from Haiphong.

1, Ras Rowa, British str., from Singapore.

1, Ruth, Norwegian str., from Moji.

2, Gaea, German str., from Bangkok.

2, Haimun, British str., from Swatow.

2, King Robert, British str., from K'notsu.

2, Kwanglee, Chinese str., from Shanghai.

2, Lisa, Swedish str., from Chinkiang.

2, Nord, Swedish str., from Moji.

2, Teufeld, German str., from Hamburg.

#### March— DEPARTURES.

24, Benvenue, British str., for Nagasaki.

24, Borneo, German str., for Kudat.

24, Clara Jebson, Ger. str., for Coast Ports.

24, Decima, German str., for Swatow.

24, Egremont Castle, British str., for Saigon.

24, Haimun, British str., for Swatow.

24, Hopsang, British str., for Singapore.

24, Kamor, Norwegian str., for Chefoo.

24, Korea, American str., for San Francisco.

24, Loongsang, British str., for Manila.

24, Lousook, German str., for Bangkok.

24, M. Struve, German str., for Saigon.

25, Clavering, British str., for Salina Cruz.

25, Confidensa, Italian str., for Kobe.

25, Glenfalloch, British str., for Amoy.

25, Hopsang, British str., for Singapore.

25, Kaisow, British str., for Nagasaki.

25, Lydia, German str., for Chinkiang.

25, Malta, British str., for Europe.

25, Mathilde, German str., for Hoihow.

25, Queen Eleanor, British str., for Sasebo.

25, Rubi, British str., for Manila.

25, Sagami, British str., for Shanghai.

25, Simla, British str., for Shanghai.

25, Trieste, Austrian str., for Shanghai.

25, Venus, American str., for Manila.

26, Frithjof, Norwegian str., for Tamsui.

26, Haitan, British str., for Coast Ports.

26, Machew, German str., for Swatow.

26, Mandal, Norwegian str., for Kobe.

26, Petchaburi, German str., for Swatow.

26, Progress, German str., for Chefoo.

26, Teenkai, British str., for Nagasaki.

26, Volosan, German str., for Tsingtau.



27, Amberton, British str., for Guam.  
 27, Chiyuen, Chinese str., for Shanghai.  
 27, Esang, British str., for Shanghai.  
 27, Hangeang, British str., for Chinkiang.  
 27, Hongkong, French str., for Haiphong.  
 27, Kansu, British str., for Tientsin.  
 27, Kwongsang, British str., for Canton.  
 27, Oscar II., Norwegian str., for Moji.  
 27, St. Fillana, British str., for Manila.  
 28, Foyle, British str., for Nagasaki.  
 28, Haimun, British str., for Swatow.  
 28, Loksang, British str., for Canton.  
 28, P. E. Friedrich, Ger. str., for Shanghai.  
 28, Resolut, Norwegian str., for Sasebo.  
 28, Taming, British str., for Manila.  
 28, Themis, Norwegian str., for Kobe.  
 28, Woosung, British str., for Shanghai.  
 29, Achilles, British str., for London.  
 29, Agamemnon, British str., for Shanghai.  
 29, Alacritty, British str., for Shanghai.  
 29, Atholl, British str., for Shanghai.  
 29, Bengloe, British str., for Kolsichang.  
 29, Callao, U.S. gunboat, for Canton.  
 29, Empress of China, British str., for Vancouver.  
 29, Fausang, British str., for Swatow.  
 29, Hailan, French str., for Hoihow.  
 29, Humber, British storeship, for practice.  
 29, Kumsang, British str., for Calcutta.  
 29, Loongmoon, German str., for Canton.  
 29, Malacca, British str., for London.  
 29, Needles, British str., for Saigon.  
 29, Ningpo, British str., for Shanghai.  
 29, P. R. Luitpold, German str., for Europe.  
 29, Scandia, German str., for Hamburg.  
 29, Sobralense, British str., for Kobe.  
 29, Taiwan, British str., for Canton.  
 29, Triumph, German str., for Coast Ports.  
 30, Apenrade, German str., for Tamsui.  
 30, Ascot, British str., for Durban.  
 30, Chowtai, German str., for Bangkok.  
 30, General Alava, U.S. trspt., for Manila.  
 30, Haiching, British str., for Coast Ports.  
 30, Hanoi, French str., for Haiphong.  
 30, Indra, British str., for Nagasaki.  
 30, Kwangtai, Chinese str., for Canton.  
 30, Macquarie, British str., for Kobe.  
 30, Manuel Llaguno, Amr. sh., for Baltimore.  
 30, M. Bacquehem, Austrian str., for Trieste.  
 30, Taintau, German str., for Straits.  
 31, Ardova, British str., for Kutchinotzu.  
 31, Chowtai, German str., for Bangkok.  
 31, Haimun, British str., for Swatow.  
 31, Hohnstein, German str., for Moji.  
 31, Hongwan I., British str., for Amoy.  
 31, Hue, French str., for Kwangchauwan.  
 31, Kowloon, German str., for Canton.  
 31, Maria Rickmers, Ger. str., for Rangoon.  
 31, Pleiades, Amr. str., for Tacoma.  
 31, Yuensang, British str., for Manila.

## April—

1, B. Bjersson, Norwegian str., for Tamsui.  
 1, Chihli, British str., for Canton.  
 1, Kvaven, Norwegian str., for Sasebo.  
 1, I yeemoon, German str., for Shanghai.  
 1, Mausang, British str., for Kudat.  
 1, Merionethshire, British str., for London.  
 1, Pelus, British str., for London.  
 1, Segovia, German str., for Shanghai.  
 1, Sungkiang, British str., for Manila.  
 1, Telemachus, British str., for Saigon.  
 1, Zafiro, British str., for Manila.  
 2, Amara, British str., for Shanghai.  
 2, Auchanurden, British str., for K'chinotzu.  
 2, C. Diederichsen, Ger. str., for Haiphong.  
 2, J. Diederichsen, Ger. str., for Hoihow.  
 2, Pera, British str., for Shanghai.  
 2, Pronto, Norwegian str., for Saigon.  
 2, Szechuen, British str., for Ningpo.

## PASSENGER LIST.

## ARRIVED.

Per *Simla*, for Hongkong from London, Messrs E. A. Geason, Phillips, Comdr. Glennie, Misses Lempriere and Mutter, Mr. Bone, Mrs. H. Fern and 4 children, Mr. Peacock, Mrs. Square, Sergt. Walker, Mrs. March, Messrs. Beard, Longman, Waldron, Ross, Mr. and Mrs. Meyer, Miss Mabury, Mrs. Carson, Messrs. Johnstone, Charles Squire, Mrs. Bailey, Misses Robertson (2); from Marseilles, Messrs. Pattman, Bruca, Capt. Pack Beresford, Mr. Howe, Capt. Adamson, Messrs. Allen, Hall, Sir H. Tichbourne, Messrs. A. Henery, B. Henery, Capt. and Mrs. Looock; from Brindisi, Miss Clark; from Gibraltar, Mrs. Chapman; from Port Said, Mr. and Mrs. Tatam, Messrs. Heywood and Zimmermann; from Colombo, Mr. and Mrs. and two Misses Foster, Mrs. James, Miss Diack, Mr.

Squire, Mr. Mrs. and Miss Scott, and Mrs. Battie; from Singapore, Mr. Beckett, Dr. Korfe, Messrs. Perpetus, Mendes, Bullard, Dominick, and Dr. Henderson; for Shanghai from London, Miss Maddison, Rev. and Mrs. North and child, Miss Headley, Mr. and Mrs. Black and child, Miss Piercy, Mr. Currie, Misses L. and M. Currie, Messrs. Blowey, Kale, Peters, Turnbull, Mr. and Mrs. Bowra and child; from Marseilles, Miss Hopkins, Messrs. Pilkington, Hynd, Seigler, and Shaw; from Brindisi, Mr. Bum; from Bombay, Messrs. B. S. Sethna, Mehta, and Duster; from Penang, Messrs. Branscombe, Causton, Banhof, Fraser, Bennett, Madame Hooton, Mrs. Wilkinson, Masters Eagley, Travis, Ludlow, and Bates; from Singapore, Mr. Sherider; for Yokohama from London, Mr. Holmes; from Marseilles, Major Boger, Miss Robertson, Mrs. Yates, Mrs. Langmuir, and Mr. Cartwright.

Per *Coptic*, from San Francisco, Messrs. D. F. Beebe, M. Brunig, L. T. Blanding, Dr. and Mrs. E. G. Curry, Messrs. J. A. Hamilton, A. B. Jones, O. H. Haddison, Mrs. E. Miller, Miss Jennie Miller, Messrs. Gilbert Ruda, S. H. Shapiro, and Miss Jean Wright; from Kobe, Mr. and Mrs. J. A. Adams, Mrs. J. A. Fields, Mr. G. Gavin, and Rev. E. W. Thwing; from Shanghai, Messrs. P. Fischer, M. Hemann, O. Miokobass, Dr. R. H. Michels, and F. Weirich; steerage passengers, Mr. and Mrs. Joseph Mitchell, Masters P. and C. Mitchell, Misses L. I. and M. Mitchell, Mr. and Mrs. M. Ohta.

Per *Prinz Eitel Friedrich*, for Hongkong from Bremen, Mrs. H. Schlaikier and child, Mr. and Mrs. I. Schlueter and children; from Southampton, Mr. and Mrs. Macleod, Mr. and Mrs. John Coyle and child, Mr. and Mrs. W. J. Tatcher, Mrs. Thom. Hoskins and child, Mrs. J. Ross and children, Messrs. F. C. Wilford, G. F. Haslam, A. Johnston, J. McGown, A. Anderson, Misses McCleod, A. and M. Hoskins, Marion Gains, and Madge Bird; from Genoa, Hon. and Mrs. W. Chatham, Mr. and Mrs. W. H. Wallace, Mr. and Mrs. Karl Mueller, Messrs. G. L. Tomlin, V. Reyes, A. Schmitz, E. Winkelmann, and Mrs. T. B. Thomson; from Naples, Mr. C. H. Garland; from Suez, Rev. D. Brent and Mr. J. Knight, Jr.; from Colombo, Miss Patterson, Mrs. Montefiore, Hon. R. B. Watson, Messrs. Davidson, McMullen, Stocker, Lorillard, Murdoch, A. Belmont, Mr. and Mrs. Marston; from Penang, Mr. N. Jennings; from Singapore, Drs. Hollinger and Jennich, Consul-General Volpicelli, Rev. M. dos Santos, Messrs. P. Schmelzer, H. W. Andrews, A. E. Goldstein, Emil Bauer, P. H. Moon, T. H. Paterson, L. Terkorski, Palmer, R. Ramsay, Eck Chas. Bell, C. Takahashi, and Mrs. Johnstone.

## DEPARTED.

Per *Malta*, from Hongkong for Singapore, Taotai Hugh and Mr. E. S. Heurtley; for Marseilles, Mr. Poterat; for London, Mr. J. L. Houston, Mrs. Donkin and child, Mr. F. Shepperd, L. Serjts. Davis, Wilden, Clemson, and Caygill, P. Constables Winten, Rutledge, and Culliford, and Mr. C. P. Fowler; from Shanghai for Port Said, Mr. E. L. Schorstein, Surg. Col. and Mrs. Alexandroff, Capt. Pekarsky, Drs. Kistiakowsky and Arnold; for Marseilles, Misses Drew and Consens, Mrs. E. Page and Miss Page, Messrs. S. I. James and D. McKaylo; for London, Misses C. Bonnell, Barchett, and Spurling and 2 children, Messrs. James Henderson and Henry Cockburn, C.B., Mrs. Cockburn and child, Mrs. Groves and child, Mr. C. Crane, Mr. and Mrs. F. T. Pratt, Messrs. Congreve, C. R. Tozer, and Cronin; from Yokohama for London, Mr. and Mrs. T. S. Baker.

Per *Korea*, from Hongkong for China and Japan, &c., Mrs. E. Jensen, Mrs. C. F. Stone, Mrs. V. DeNoie, Mrs. Simmons, Mrs. S. T. Bird, Mrs. A. Curtis, Mrs. M. J. Nault, Mrs. C. A. L. Yate, Miss A. Hoo, Miss Gande, Miss S. G. Robertson, Capt. H. Bettelheim, Dr. A. T. Post, Messrs. Lee Grassenbacker, Ellis Kadoorie Jas. Green, E. T. MacNamarr, L. Bridou Maj. A. Boger and John A. Holmes; for San Francisco, &c., Dr. and Mrs. J. H. Abandanon, Rev. and Mrs. Jacob Speicher, Prof. and Mrs. H. S. Graves, Mr. and Mrs. C. Illies, Mr. and Mrs. Carl Victor, Mr. and Mrs. H. W. Lee, Mr. and Mrs. C. G. Muridge, Mr. and Mrs. A. J. Francis, Mr. and Mrs. G. W. Hooper, Mr. and Mrs. A. S. Laffin, Lieut. Yates Stirling Jr., U.S.N., Mrs. Temple Potts, Mrs. M. N. Allen, Mrs.

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